

INTRODUCTION

The Architect of the Capitol (“AOC”) is issuing this solicitation for foodservice and related services in the new U.S. Capitol Visitor Center (“CVC”) currently being built in Washington, D.C.; it may also include foodservice and related services for the U.S. House of Representatives (“House”), the U.S. Senate (“Senate”), hereinafter referred to individually as the “Entity” or collectively as the “Entities.” If the House or Senate award a contract pursuant to this Request for Proposals, the House intends to enter into a contract directly with the Contractor and the AOC will act as the Contracting Officer for foodservice and related services for the Senate. The AOC will act in conjunction with the Senate in the evaluation of proposals, but the AOC will enter into the contract for the Senate foodservice and related services.

The United States Capitol Complex comprises the Capitol, the House and Senate Office Buildings, the U.S. Botanic Garden, the Capitol Grounds, the Library of Congress buildings, the Supreme Court Building, the Capitol Power Plant and various support facilities. This Solicitation does NOT include the U.S. Botanic Garden, the Capitol Grounds, the Library of Congress, the Supreme Court, Capitol Power Plant and other related support facilities.

A BRIEF HISTORY OF THE U.S. CAPITOL COMPLEX

The construction of the Capitol began in 1793. For over a century it was the only building used by Congress. The Capitol initially housed Congress, the Library of Congress, the Supreme Court and other offices. In the following decades the nation grew dramatically, increasing the size of Congress. The Capitol and its grounds were enlarged accordingly. By 1892, the building had essentially reached its present size and appearance with the exception of the east front extension [1958-1962] and courtyard infill areas [1991-1993].

THE U.S. CAPITOL VISITOR CENTER

The CVC will make the Capitol more secure, comfortable and informative for all visitors. Preparatory construction activities began in the fall of 2001, including relocation of utilities and visitor screening facilities and implementation of a comprehensive tree preservation program. Major construction began in July 2002, and the project is presently on track for completion in fall 2006.

As the Capitol has evolved with the changing and growing needs of Congress, it has had difficulty in keeping pace in accommodating an ever-increasing number of visitors. In the last few decades, tourism to the Capitol has increased from one million in 1970 to more than three million in 2000. After waiting in lines outside for timed-entry passes and then again for the start of their tour, visitors often enter the building tired and hungry, with little knowledge of the workings of Congress. If a visitor arrives after all passes have been distributed, often by mid-morning, they are turned away.

Today's Congress understands that visitors need better opportunities to learn about and more fully understand the United States Constitution, the Congress and the history of the building and institution. The Capitol needs improved amenities and a more efficient way to manage the large

flow of tourists. Most importantly, there is a need to provide better safety and security.

On June 20, 2000, members of the Capitol Preservation Commission—the guiding board of Congressional leaders who spearhead the CVC initiative on behalf of the entire U.S. Congress—ceremonially broke ground to signal the beginning of a process that will culminate in 2006 when the CVC is expected to open its doors to the public.

The CVC will be located underground to enhance, rather than detract from, the appearance of the Capitol and its historic East Capitol Grounds designed by renowned landscape architect, Frederick Law Olmstead. When completed, the CVC will contain 580,000 square feet on three levels, requiring a 196,000-square foot excavation, or "footprint." For comparative purposes, the Capitol itself contains 775,000 square feet.

FOODSERVICE GOALS

While this Request for Proposals ("RFP") and its evaluation of proposals is being issued and managed by the AOC, it is important that prospective Contractors clearly understand that there are distinct, separate Entities as part of this RFP process. The House and the AOC for both the CVC and for the Senate have separate management, and while much of their philosophies are similar as it relates to foodservices and related services covered under this RFP, a prospective Contractor will need to clearly demonstrate through its proposal, oral presentation and interview - if chosen as a finalist - the understanding that the Contractor will serve the following separate Entities on Capitol Hill:

U.S. Capitol Visitor Center
U.S. House of Representatives
U.S. Senate

This RFP package will present as clear a picture as possible of these distinct and separate Entities, but it will be the prospective Contractor's responsibility to understand the differences and prepare its proposal to meet the individual needs of the three Entities. A prospective Contractor needs to meet the specific needs of each of the Entities on a customized basis rather than a standardized approach to service, except to the extent that it involves behind the scenes efficiencies and savings, which are important components to the Entities, individually and collectively, in the evaluation process for this RFP.

The AOC is interested in receiving proposals from foodservice Contractors that are well established, financially sound, experienced, flexible and capable of developing a creative and innovative proposal to operate the foodservices at the Capitol Complex. Contractors must demonstrate their ability to provide high quality food and service, on a daily and consistent basis, as well as a variety of menus and pricing that will appeal to a cross-section of users.

Proposals are welcome from local, regional and national foodservice Contractors and caterers that can demonstrate the ability and flexibility to meet or exceed the Entities' foodservice related goals.

Responses that include strategic business alliances between high quality foodservice Contractors and caterers are also welcome provided such alliances, arrangements or partnerships result in one proposal for a contract between the business alliance and the appropriate Entity.

The Entities seek a foodservice Contractor that will understand and appreciate the Capitol's distinctive values and will work in supporting the Entity's respective mission, purpose and growth in future years. The foodservice goals for the Entities participating in this Contract are as follows:

- .1 The visitor's experience with foodservice should be commensurate with their overall experience at the Capitol. The thoughtful stewardship, good taste and simple elegance in execution, so evident in the overall experience of a visit to the Capitol or working on Capitol Hill, should be carried through in all of its foodservices.
- .2 The Entities are careful to prevent anything that would detract from visitors' and staff's experience in the Capitol, and the same should be true of its foodservices. There should be no glitches in the dining experience, in the quality of the food, service, speed of service, atmosphere, comfort or perceptions of value. There should be, in all the foodservices, a wonderful and exciting experience that fulfills visitor and staff expectations with respect to food quality, attentive service, ambience, comfort and value.
- .3 The foodservices and related services should be a destination of choice at prices that are competitive with other similar public building, museum and cultural institution restaurants and cafeterias in the Washington, D.C. area.
- .4 Profitability from foodservices should be optimized to enable the Contractor to make a profit and the Entities to receive a return substantial enough to, at a minimum, defray day-to-day out-of-pocket costs that are absorbed for items such as maintenance, utilities, etc.
- .5 Entities will seek a qualified, experienced, financially sound Contractor that will meet or exceed everyone's expectations in all operational, financial and service areas.

TIMING

Contract award and beginning foodservice, including the two separate contracts if awarded directly by the House or the AOC for the Senate are as follows:

June 2006	Contract Award (s)
Fall 2006	Capitol Visitor Center Foodservice Begins
Winter 2007	House New Foodservice Begins
Winter 2007	Senate New Foodservice Begins

The dates and timing for the start of all contracts and foodservice should be considered flexible and subject to change.

SOLICITATION, OFFER AND AWARD Architect of the Capitol - January 2004		REQUISITION NO.		PROJECT NO.	PAGE OF 1 104 PAGES
1. CONTRACT NO.		2. SOLICITATION NO. RFP 050019	3. TYPE OF SOLICITATION SEALED BID (IFB) <u> X </u> NEGOTIATED (RFP)		4. DATE ISSUED September 26, 2005
5. ISSUED BY ARCHITECT OF THE CAPITOL United States Capitol Washington, D.C. 20515			6. ADDRESS OFFER TO (If other than Item 5) Architect of the Capitol Procurement Division Ford House Office Building Attn: (Christopher J. Blumberg) Room H2-263 Bid Room Second and "D" Streets, S.W. Washington DC 20515		
NOTE: In sealed bid solicitations "offer" and "offeror" mean "bid" and "bidder".					
SUBJECT: Foodservice and Related Services					

SOLICITATION

7. Please refer to Sections L.7, L.8, L.10 and L.11 for further submission instructions. CAUTION - Submission, Modification, Revision, and Withdrawal of Offers: See Section L. All offers are subject to all terms and conditions contained in this solicitation.	
8. FOR INFORMATION CALL: Christopher J. Blumberg	TELEPHONE NO. (NO COLLECT CALLS) (202) 226-2557

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OFFER (Must be fully completed by offeror)

NOTE: ITEM 10 does not apply if the solicitation includes the provision entitled Minimum Bid Acceptance Period.				
10. In compliance with Section L.11.1, the undersigned agrees, if this offer is accepted within 365 calendar days from the date for receipt of offers as specified, to furnish any or all items upon which prices are offered at the price set opposite each item, delivered at the designated point(s), within the time specified in the schedule.				
11. DISCOUNT FOR PROMPT PAYMENT	10 CALENDAR DAYS %	20 CALENDAR DAYS %	30 CALENDAR DAYS %	_____ CALENDAR DAYS %
12. ACKNOWLEDGMENT OF AMENDMENTS (The offeror acknowledges receipt of amendments to the SOLICITATION for offerors and related documents numbered and dated:	AMENDMENT NO.	DATE		AMENDMENT NO.
13A. NAME AND ADDRESS OF OFFEROR	DUNS NO. _____ TAXPAYER IDENTIFICATION NO. _____		14. NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER (Type or Print)	
13B. TELEPHONE & FACSIMILE NOS. (Include area codes)	13C. CHECK IF REMITTANCE ADDRESS IS DIFFERENT FROM ABOVE -ENTER ____ SUCH ADDRESS IN SCHEDULE		15. SIGNATURE	16. OFFER DATE

AWARD (To be completed by Government)

17. ACCEPTED AS TO ITEMS NUMBERED	18. AMOUNT	19. ACCOUNTING AND APPROPRIATION	
20. AUTHORITY FOR NEGOTIATION, IF APPLICABLE		21. SUBMIT INVOICE FOR PAYMENT TO:	
22. NAME OF CONTRACTING OFFICER (Type or print)		23. UNITED STATES OF AMERICA (Signature of Contracting Officer)	24. AWARD DATE

SECTION B

SUPPLIES AND SERVICES

B.1 TERM OF CONTRACT

The term of contract shall be seven years from date of contract award, with two seven-year options for renewal, subject to negotiations. The commission rates will be negotiated prior to each option exercised. The exercise of any options shall be governed by “Option to Extend the Term of the Contract.”

The initial term of the Contract shall commence on a date and time as agreed upon between the parties and shall continue thereafter for a term of seven years.

- .1 The Entities will consider no more than two seven-year options for renewal terms provided that Contractor is in full compliance with its obligations under the Contract upon the expiration of the initial term or any extensions thereof.
- .2 Any option for renewal shall be at the sole discretion of the Entities, which will give the Contractor a preliminary notice of its willingness to renew not later than 3 months prior to the end of the then current term.

B.2 DEFINITIONS

- .1 “Acceptance” as used herein means the act of the Contracting Officer or other authorized representative of the Contracting Officer by which the Contracting Officer assumes for itself, ownership of existing and identified supplies or approves specific services, as partial or complete performance of the Contract.
- .2 “Common Terms” - Some terms contained in this RFP are used in a manner which may not be conventional. For the sake of clarity, these terms are defined below:
 - (1) Legislative Branch Agencies - Some organizations which comprise the Legislative Branch of the United States Government will be referred to as the Legislative Branch Agencies for this Solicitation and are listed below:
 - (a) Senate;
 - (b) House of Representatives; and
 - (c) Architect of the Capitol.
 - (2) Capitol Complex - For purposes of this Contract, the collection of Legislative Branch offices located in the Washington, D.C. area as described in Section C, comprise the Capitol Complex.
- .3 “Contract” as used herein means the Contract awarded to the Contractor as a result of the procurement pursuant to this RFP and entered into with the AOC for the CVC, the

Contract entered into by the AOC for the Senate, and the Contract entered into by House. The terms and conditions of this RFP will form the basis for the Contract which also includes any negotiations or agreements between the Contractor and the respective Entity.

- .4 "Contract Type" for this procurement is a Commission-Paid contract. The Entity under its respective Contract will be entitled to receive from the Contractor a percentage of the Gross Revenues or Gross Receipts as a "Commission".
- .5 "Contracting Officer" as used herein means the Architect of the Capitol for the CVC and for the Senate or for the House contract, the House, and includes his/her duly authorized representative, or the person at each Entity, and includes his/her duly authorized representative, who is authorized to obligate that Entity.
- .6 "Correction" as used herein means the elimination of a deficiency in service or defect in goods delivered under this Contract.
- .7 "Entities" as used herein refers to the Capitol Visitor Center ("CVC"), the Architect of the Capitol ("AOC"); the House of Representatives (the "House"); and the Senate, hereinafter referred to individually as the "Entity" or collectively as the "Entities".
- .8 "Government" as used herein means the Legislative Branch of United States Government.
- .9 "Gross Receipts" as used herein shall mean all receipts actually received for all services provided under this Contract, including, without limitation, receipts from the sale of services, net of applicable discounts given at the time of purchase in the facilities, if any; and amounts actually received by any Subcontractor, less only billed tips and gratuities paid to the Contractor's employees; and refunds to customers. Facility and equipment rental fees and other charges assessed upon users by the Entities shall belong to said Entity and shall not be included in Gross Receipts.
- .10 "Head of the Legislative Branch Agency" as used herein means the Committee, Commission, or other authority of the Legislative Branch of the Government having final jurisdiction or supervision over the work involved.
- .11 The Term "other authority" as used in this subsection includes the AOC in cases in which it has final jurisdiction or supervision over the work involved.
- .12 "Loose Equipment" as used herein means without limitation, all kitchenware (pots, pans and utensils), computers and computer related hardware and software, catering equipment, office furniture and furnishings and fax machines.
- .13 "Offer" as used herein means "proposal" submitted in response to this RFP and any changes made by the Contractor during this procurement or as a part of any subsequent negotiation.

- .14 "Services" as used herein includes workmanship and documentation furnished or utilized in the performance of services and records and information from the Contractor relating to contract administration functions, such as usage records, invoices, marketing literature, etc.
- .15 "Solicitation" as used herein is interchangeable with the term "Request for Proposals."
- .16 "Subcontracted Services" as used herein shall mean all food and/or beverage covered under this Contract and all other services permitted by this Contract provided at the location or within the building covered by this Contract by third parties, but which are also included as part of the Services to be provided under this Contract. All earnings from Subcontracted Services shall be considered part of Gross Receipts.

B.3 PERFORMANCE LOCATIONS

Performance may be at the following locations:

Capitol Visitor Center Facilities

- Capitol Visitor Center
- Catering Services

House Facilities

- Cannon Carryout
- Capitol Carryout
- Capitol Scoops
- Catering Services
- Ford Cafeteria
- Ford Carryout
- Longworth Convenience Store
- Longworth Food Court
- Members' Dining Room
- Rayburn Cafeteria
- Rayburn Deli
- Vending Machines

Senate Facilities

- Capitol Carryout
- Catering Services
- Dirksen North Servery
- Dirksen South Buffet
- Dirksen South Convenience Store
- Senate Dining Room
- The Hart Senate Chef
- Vending Machines

B.4 BUSINESS OPPORTUNITY

- .1 This RFP is for a contract for the CVC only. The Contractor understands and agrees to accept a separate contract from the AOC for the Senate or a separate contract from the House with relatively similar terms and conditions to those contained in this Contract. The Contractor understands and agrees that unless and until contracts are awarded and entered into with the respective Entities (i.e., the House and the AOC for the Senate), this Contract shall only include the CVC.
- (1) If a contract for House participation pursuant to this RFP is awarded, the scope of the separate contract shall include the supplemental House clauses contained in Section J.2. These clauses will replace the clauses contained in Section I.
 - (2) Similarly, if a contract for Senate participation pursuant to this RFP is awarded by the AOC, then the scope of the contract shall include the terms of the RFP and will include those supplemental Senate clauses contained in Section J.3. These clauses will replace the clauses contained in Section I.
- .2 The Entities will only evaluate those proposals from prospective Contractors covering all services detailed in this RFP. Proposals for services for one or more Entity, but not all the services will be deemed unacceptable and will not be evaluated by the Entities. This is a mandatory requirement of this RFP.
- .3 At any time during the evaluation process related to this RFP, one or more of the Entities may, at its sole option and discretion, withdraw its services from consideration for contract award (e.g., the House may withdraw or the AOC acting for the Senate may withdraw with regard to the Senate foodservice and related service). After an Entity has withdrawn from participation, those parts of the Contractor's proposals referring to the Entity will no longer be evaluated. For example, either or both of the following Entities may opt out of the RFP process:
- U.S. House of Representatives or,
 - The AOC acting for U.S. Senate only
- Complete details about existing House and Senate operations and services, to the extent available, are contained in Sections C and J of this RFP document.
- .4 At a minimum, the AOC expects to award a contract to operate the CVC restaurants and catering services even if both of the above Entities (i.e., the House or the AOC for the Senate) opt out of the process. The AOC reserves the right to assign, transfer and convey this Contract to another part of the Legislative Branch if the responsibility for management of the CVC and its related services is assigned to that part of the Legislative Branch without any need for approval or prior notice to the Contractor. The part of the Legislative Branch which accepts assignment, transfer and conveyance of this Contract agrees to be bound by all terms and conditions of the Contract as if it had been the original party to the Contract.

- .5 Contractors are required to submit their proposals showing each one of the Entities as a stand-alone operation with a separate commission-paid structure. The cost and price forms located in Section J.7 provide a method for the Contractor to indicate the effect upon the commission-paid arrangement if one of these Entities opts out of the RFP process.
- .6 The Entities believe that the commission-paid contract scenario is the most beneficial structure for both parties. The Contractor will retain operating profit less an agreed upon commission payable to the appropriate Entity (or in the case of the Senate, to the AOC) and the Contractor will be wholly responsible for 100 percent of the operating loss (if any). The Entities are not interested in entering into a “profit-sharing” or “loss sharing” arrangement whereby the Entity would share equally, or on a percentage basis, in the operating profit or loss and will rate proposals offering these arrangements in accordance with Section M.3.2. The goal is for each Entity to receive the highest possible percentage commission, commensurate with the proposal that is incorporated into and made a part of this Contract, and related financial, operational, discount and service considerations.

.7 Contract, Capital Investment and Minimum Financing Qualifications

The Entities will provide all foodservice facilities in an “as-is” condition including all furniture, fixtures and equipment (“FF&E”) as of the start date of the Contract.

The Contractor will be required to provide the capital investment for all loose equipment, start-up and pre-opening costs and expenses, consumable inventories and any renovation/remodeling that is recommended by the Contractors and proposed to the Entities.

The Contractor will be required to have liquid and verifiable funding of at least \$ five million, not including proposed remodeling and/or capital investment required for the CVC servery and/or to any of the facilities if part of the proposal.

The Contractor will be required to provide capital funds over and above the dollars available from the AOC to build-out the CVC servery area. This is addressed in more detail in Section C.1.2.1.

END OF SECTION B

SECTION C

DESCRIPTION/SPECIFICATIONS/WORK STATEMENT

C.1 U.S. CAPITOL VISITOR CENTER

.1 Introduction

The CVC, which is anticipated to serve two to four million visitors annually, will include space for exhibits, visitor comfort, foodservice, two orientation theaters, an auditorium, gift shops, security, a service tunnel for truck loading and deliveries, mechanical facilities, storage and expansion space for the House and Senate. When completed, the CVC will preserve and more efficiently facilitate public access to the Capitol while balancing security needs. This will greatly enhance the experience for millions of visitors who come each year to walk the Capitol's historic corridors and experience the democratic process in action. On a day of typical visitor volume, it is estimated the CVC will handle between 11,000 and 22,000 visitors. The CVC foodservice will also have some impact on existing foodservices in the House and Senate.

The CVC will be the main entry for all tour groups and most visitors. There will be timed-pass entry tickets available for the general public. It is anticipated that visitors will come to the facility prior to their tour time or stay after their scheduled tour to enjoy the amenities the facility has to offer. There will be security screening for all people entering the CVC.

The general public, visitors and tourists will pass through the CVC twice: once upon arrival and again after their tour/visit to the Capitol Building, creating two opportunities to make food/beverage purchases in the CVC restaurant. This does not preclude official visitors from potentially entering through CVC and going to any of the Capitol Hill office buildings through the underground tunnel, then exiting the remote office building without returning to the CVC.

Attendance distribution on a monthly basis is estimated as follows:

J	F	M	A	M	J	J	A	S	O	N	D
4%	4%	9%	13%	12%	12%	13%	11%	6%	7%	5%	4%

Some of the assumptions used to assist with managing visitor flow include:

- Length of stay in CVC and Capitol Building will be from 1 hour and 20 minutes to 2 hours and 20 minutes.
- Timed pass system will control capacity, manage flow and integrate all tours.
- To manage flow, all guide-led tours will begin at the theaters. Holding areas near each theater accommodate 250 visitors awaiting theater presentation times.

Foodservices in the CVC will include a large self-service (cafeteria style) restaurant and exclusive catering services, with possible exceptions as described in Section C.1.2.3.

The two gift shops/retail stores in the CVC will be self-operated. Two additional gift kiosks are being considered for the lower level of the CVC. These stores/kiosks will not sell items competitive to the restaurant. Any food or beverage items offered for sale will be of a “gift” type and not intended for onsite consumption. The CVC restaurant will not sell items competitive with gift shop inventory or items which are considered to be visitor convenience items, such as disposable cameras, film, etc. The Entities will have the final determination as to what are considered competitive items to the gift shops.

The main loading dock for the Capitol building and CVC will be at a lower level in the CVC (see drawings in Section J.4.1) where all deliveries including foodservice will arrive. In addition there is a waste pulping system located on the service level of the CVC.

Additional details and a pictorial representation of the CVC are available on the website for the Architect of the Capitol at www.aoc.gov.

.2 Detailed Description of Services within the CVC.

(1) Restaurant & Catering

- (a) Approximately 550 inside dining seats will be accommodated. The kitchen has been designed to support the daily operation and catering for the CVC.
- (b) Operating hours have not been finalized; however proposals should be based on these proposed operating hours: Six days per week, 8:30 A.M. to 4:30 P.M. with extended hours April through August staying open until 7:00 P.M. The CVC restaurant is expected to be open the same days and hours as the CVC.
- (c) Drawings/floor plans identifying the locations of facilities are included in the Section J.4.1. The restaurant can be accessed by visitors and the general public independently of Capitol tours.
- (d) The House and Senate have pantries for catering support in their respective expansion space.
- (e) The Entities expect this restaurant, its service and menu to be consistent with the dignity of the Capitol. The concept should appeal to domestic and international individuals and family audiences as well as provide self-service and quick service with 100 percent permanent ware. Limited grab-n-go food selections will be permitted, but take-out food/beverages will not be permitted and use of disposable ware containers should be

minimized. Capitol Hill staff shall have available limited take-out of food and beverages.

- (f) The menu should include high quality, healthy, reasonably priced entrees, sandwiches, salads, soup, beverages, desserts and snack items found in similar foodservice operations at local high quality and dignified public buildings in the Washington D.C. area. Menu selections should include items that are reflective of a cross-section of cuisines and will appeal to a diverse tourist population (ethnic menus). A comprehensive healthy menu with pricing and portions for children is important.
- (g) Beer and wine will not be sold in the CVC restaurant.
- (h) Pricing must be reasonable, consistent and comparable with similar family and tourist-oriented foodservice operations in public buildings in the Washington, D.C. area. The Contractor will be asked to submit menu pricing for the Entities in two ways: (1) Contractor proposals will be based on the current menu pricing and portions offered in Capitol Hill foodservice locations and (2) a proposal based on conventional retail pricing defined as pricing in similar public buildings on the Mall in Washington, D.C.
- (i) There are no vending machines contemplated for the CVC at this time. This does not preclude the possibility that there might be snack/beverage machines installed. If installed, these will be for 200-250 staff only, potentially located in the House and Senate expansion spaces. If installed the vending machines will be part of the CVC Contract.
- (j) Tour groups are a large part of the visitors to Capitol Hill, and the Contractor will have the opportunity to pre-sell meals to this segment of the market. There are separate but contiguous dining areas in the CVC foodservice location. Depending on volume, groups may be served pre-sold box lunches or may go through the restaurant servery. Currently most tour groups dine in the Longworth Food Court. Tour group visitation is so strong that at times the number of tour groups must be restricted. With the addition of the new CVC building and restaurant this should increase overall tour group foodservice capacity.
- (k) The Contractor will be responsible for providing the capital required over and above the \$286,000 allocation to purchase and install the servery equipment for recommended changes to equipment provided in original design. Part of the Contractor's proposal for the CVC will include a complete servery foodservice design. The AOC will approve the Contractor's servery (equipment behind the serving lines) design. Section J.4.4 contains AOC equipment standards.

- (l) The AOC will provide the restaurant space(s) based on the floor plans in Section J.4.1 and J.4.2, including all FF&E in the kitchen areas.
 - (m) All Contractor-supplied design, equipment, furnishings, etc. shall be new and subject to the prior review and approval of the Entities. When fully amortized over seven years, ownership to all CVC improvements will revert to the appropriate Entity.
- (2) Contractor will retain ownership of all loose equipment. Contractor will provide and own, at Contractor cost and expense, all loose equipment which includes, but is not necessarily limited to, kitchenware, point-of-sale/cash registers, computers and computer related hardware and software, catering equipment, office furniture/furnishings, carts and fax machine. The Entities will have the right of review and approval of any loose equipment that will be used or in view of visitors/customers.
- (a) The AOC will enter into a Commission-Paid Contract whereby the AOC will have no financial responsibility or liability for the day-to-day restaurant operation and will share in profits in the form of a percentage of gross revenue commission.
- (3) Special Event Spaces, Catering Services & Facility Rentals
- (a) Meeting & Special Event Spaces

Following is a listing of the meeting and special event venues (not all are food and beverage venues) in the CVC. This listing is reflected on the drawings in Section J.4.1.

- Congressional Auditorium
- Congressional Auditorium Meeting Rooms (2)
- Orientation Theaters (2)
- Great Hall (highly restricted)
- Constituent Meeting Rooms (2)
- Senate Meeting Rooms (Expansion Space)
- House Meeting Rooms (Expansion Space)
- Main Dining Room
- Side Dining Rooms (2)

These locations will be booked with prior approval by the House and Senate for all meetings and events. The space will not be available as rental space to outside groups and organizations without Member sponsorship and prior approval. Overall the House and Senate have a shortage of meeting, conference and special function space, and with this shortage, the additional space in the CVC should be used on a regular basis. Because this is a new facility there are no historical foodservice

revenue projections and no estimates as to the amount of catering that will be done in the onsite conference and meeting rooms. There will be no scheduled events in the Great Hall during the first year of operation, which commences on the opening date to the public. The Great Hall will be non-exclusive for purposes of catering.

CVC management, working with approval from the House and Senate, will be responsible for booking these spaces and for maintaining existing tables and chairs in the conference spaces and audio visual set-up.

(b) Catering Services

Food and beverage catering in the CVC will be exclusive to the CVC foodservice Contractor with possible exception(s) as listed below.

In order for an 'exclusive' catering relationship to be successful the Contractor must recognize and agree to meet the needs of a large constituency of users from the most simple and inexpensive to fancy, intricate and elaborate. To the extent that the Contractor does not have this flexibility, pricing and variety, CVC will have the option to use outside catering resources to supplement its needs. This flexibility may include simple, low budget meetings to fancy, high budget/high profile functions, basic meals to intricate receptions, specific ethnic catering such as strictly Kosher, Indian or other cuisine, small and large groups, etc.

This will truly be an "exception" policy as it is CVC's desire for the selected Contractor to have the experience and expertise to cater a wide range of events. In no event will a third-party caterer use the onsite Contractor's kitchen or catering equipment. In the event a third-party caterer is used, not including a specialized caterer as detailed above, the exclusive onsite Caterer/Contractor will receive a \$500 payment for each such event.

The Contractor will be responsible for providing all catering equipment, either equipment owned by the Contractor/Caterer and/or rented and paid by the Contractor and/or user.

CVC will reserve the right to receive donated catering, food and beverages for events. The in-house, exclusive caterer would be expected to provide service and set-up for donated food and/or beverages based on mutually agreed upon costs.

Water Set-Up is not provided under this Contract.

(4) Alcoholic Beverage Service

The onsite foodservice Contractor will provide alcoholic beverage service to all events where this type of service is requested by the host/user on the same exclusive (with exceptions as noted) basis as catering, detailed above.

Contractor is responsible for all licensing that may be required for its operation for catering services at CVC including all costs associated with licensing, training, etc.

Currently there are no exclusive pouring or product service rights agreements in effect. This does not preclude CVC from instituting such arrangements at a later date.

(5) Carts

There will be no food and/or beverage carts as part of the CVC foodservice Contract.

(6) Tour & School Groups

Tour Groups and School Groups are a large part of the total annual visitor population on Capitol Hill. There is opportunity for the foodservice Contractor working with CVC management to provide pre-sold box meals to tour groups. If foodservice is provided to tour groups, the timing of such sales, as it relates to seating capacity in the restaurant, must be closely coordinated with CVC management to be sure regular visitor traffic is not impacted.

School and tour groups will not be allowed to bring their own food to the CVC. CVC management will work with the foodservice Contractor as it relates to school groups and the possibility to pre-sell lunch/snacks.

C.2 SEPARATE CONTRACT: THE U.S. HOUSE OF REPRESENTATIVES

If the House decides to award a contract pursuant to this RFP, that contract may include the House foodservice, as described below.

The House currently outsources the following foodservice and related services to Guest Services, Inc.:

- Cannon Carryout
- Capitol Carryout
- Capitol Scoops
- Catering Services (exclusive and non-exclusive)
- Longworth Convenience Store
- Longworth Food Court
- Members' Dining Room
- Rayburn Cafeteria
- Rayburn Deli

- Vending Machines

Skenteris Family, Inc. serves the Ford House Office Building, namely the following:

- Ford Cafeteria
- Ford Carryout

The House is considering the (1) Ford House Office Building Cafeteria and Carryout and (2) Members' Dining Room and Capitol Carryout as options for the House Contract. If the House awards a contract pursuant to this RFP, it will be at their sole discretion whether to include one or both of these facilities for the Contract.

These foodservice locations and catering are located in the Capitol and the following buildings: Cannon, Longworth, Rayburn and Ford. These buildings are adjacent to the Capitol with the exception of the Ford building, which is three blocks from the Capitol.

Total annual gross revenue in all areas above is approximately \$13 million. The combined customer counts for all foodservice locations (not including catering) in 2003 was approximately 1.96 million. There are approximately 7,500 people working on the House side of Capitol Hill. The above locations are generally closed Saturdays, Sundays and Federal holidays unless directed otherwise due to the legislative session. A Member of the House must sponsor all catered/special events and the event must be related to the business of the House.

Tourists primarily use the Longworth Food Court while Members, Staff and business visitors generally use the other facilities.

There is currently a Debitex program available for House foodservice facilities except in the Ford Building Cafeteria and Ford Carryout.

The Members' Dining Room is provided as a unique service for Members and their guests.

The House currently has four different scenarios under which catering occurs:

- Speaker of the House – non exclusive catering
- House Administration – non exclusive rooms
- House Administration – exclusive rooms
- House Administration – exclusive rooms with possible exceptions

Exclusive catering is currently provided by Haute on the Hill, as Subcontractor to Guest Services, Inc. See Section C.2.2 for more information.

Foodservice employees of Guest Services, Inc. are covered under a Collective Bargaining Agreement with the Hotel and Restaurant Employees, Local 25 AFL-CIO of Washington, D.C.

Vending Machine services outside of the CVC are part of this RFP and a listing of current vending machines and related information is included in Section J.5.12.

“House Bean Soup” is a historical menu item that is featured in the majority of the House dining areas and must be continued under a new foodservice contract.

.1 Restaurants

(1) Cafeterias, Restaurants, and Convenience Store

Sections J.5.7-.8 and J.5.23 contain additional sales-related information.

(2) Days & Hours of Operation

For the purposes of proposals the Contractors should use the current days and hours of operation.

U.S. House of Representatives Monday through Friday
Cannon Carryout – 7:30 am to 4:00 pm (in session)
Capitol Carryout - 7:30 am to 7:00 pm (in session)
Capitol Scoops – 7:30 am to 5:00 pm (in session)
Ford Cafeteria – 7:00 am to 3:00 pm (in session)
Ford Carryout – 8:00 am to 4:00 pm (in session)
Longworth Convenience Store – 9:00 am to 6:00 pm (in session)
Longworth Food Court – 7:30 am to 2:30 pm (in session)
Members’ Dining Room – 8:00 am to 3:00 pm (in session)
Rayburn Cafeteria – 7:30 am to 2:30 pm (in session)
Rayburn Deli – 11:00 am to 7:00 pm

A sample House calendar and holiday schedule can be found on the House website: www.house.gov. The House foodservice facilities operate under reduced operating hours when the House is not in session.

Exceptions to the standard days and hours of operation:

- (a) On occasion the Members’ Dining Room is open late in the evening or early morning hours. The terms and conditions are subject to the mutual agreement of the Contractor and the House.
- (b) On occasion one or more foodservice points of sale are open on a weekend.

(3) Menus & Product Pricing (all service areas)

Proposals will be based on pricing models as follows:

- (a) Current pricing and portions for similar items in all areas;

- (b) Retail pricing—comparable to similar foodservice operations in public buildings in Washington, D.C. with similar cafeterias, catering, food courts and/or quick service operations;
- (c) Debitex or similar program available for purchase with a percentage discount; and
- (d) House Members' Dining Room based on current pricing.

Current menus, menu pricing, product listings and product pricing are available for review in Sections J.5.9-.10, and J.5.23.

Historical financial data and related information on the Debitex card system currently only in use by the House, is included in Section J.5.18.

(4) Menus, Product Variety, Marketing & Merchandising

Contractors are encouraged to use creativity, innovation and current foodservice trends to recommend menu programs, merchandising and point of sale marketing that will optimize service, quality and variety for all customers/user groups on Capitol Hill. Any reasonable program or concept will be considered. Brands can be used provided signage, logos, trade dress, etc. are conservatively displayed, in good taste and subject to prior review and approval.

This includes any agreed upon promotional efforts, creating electronic applications for use on the House Intranet and any reasonable advertising and marketing to support high quality service.

(5) Human Resources Considerations

A labor summary is listed in Section J.5.19 and J.5.24 as it relates to collective bargaining and/or the displaced worker ordinance for the House Contract.

All incumbent foodservice staff members are subject to the 'Displaced Workers ordinance: DC Stat 32-101 et seq'.

All new and current foodservice staff, both hourly and management are subject to House security requirements as indicated in the Standard Terms and Conditions of this Contract.

(6) Financial History & Related Data

Section J.5.5 includes available sales and statistical data covering all the various points of sale and services covered under these contracts.

The House will provide telephone equipment at Contractors' expense. Cost is anticipated to be \$30,000 annually.

(7) Vending Machines

Details regarding Vending Machines, including related statistical information such as sales prices, are listed in Section J.5.12.

Proposals will be based on the following two models:

- (a) Replacing all current vending machines on a one-for-one, identical and like kind basis with no changes ('As-Is' in submittal forms); and
- (b) Replacing all current vending machines with Contractor recommended vending machines in all current locations enabling Contractors to make reasonable adjustments to the number and/or type of machines in each location. ('Proposed' in submittal forms)

(8) Debitex (or similar programs) & Credit Cards

Debitex or similar program will continue to be used in the House as described in this RFP.

There is some use of credit cards in the House. The House is open to expanded use of credit cards in all areas, such use and applications subject to prior review and written approval.

.2 Catering Services

Food, beverage and alcoholic beverage catering will be non-exclusive to the Contractor in the following meeting rooms for the House:

- H-327
- HC-5
- HC-6
- HC-7
- HC-8

These rooms are controlled by the Speaker of the House and will remain non-exclusive catering venues. It should be noted, however, that the Speaker of the House Special Event representatives have indicated a preference to use the onsite foodservice Contractor if it can provide the quality, variety and appropriate price points, because it is much easier to work onsite due to security issues involved with bringing in an off-premise caterer.

An example of catering food and beverage activity for the Speaker of the House Special Events Office, where the meeting rooms are non-exclusive, is contained in Section J.5.16.

Over and above the meeting rooms listed above, catering services in the House will be exclusive to the Contractor, with possible exceptions.

In Section J.5.16 there is a listing of a sample year (July 29, 2003 to July 29, 2004) and the number of events staged in these meeting rooms on the House side.

In order for an “exclusive” catering relationship to be successful it is important that the in-house exclusive caterer recognize the need to meet the needs of a large constituency of users from the most simple and inexpensive to fancy, intricate and elaborate. To the extent that the in-house caterer does not have this flexibility, pricing and variety the House will have to use outside catering resources to supplement its needs. This flexibility may include simple, low budget meetings to fancy, high budget/high profile functions, basic meals to intricate receptions, specific ethnic catering such as strictly Kosher, Indian or other cuisine, small and large groups, etc.

This will truly be an “exception” policy as it is the House’s desire for the selected Contractor to have the experience and expertise to cater a wide range of events. In no event will a third-party caterer use the onsite Contractor’s kitchen or catering equipment. In the event the House uses a third-party caterer, not including a specialized caterer as detailed above, the exclusive onsite Caterer/Contractor will receive a \$500 payment for each such event.

The Contractor will be responsible for providing all catering equipment, either equipment owned by the Contractor/Caterer and/or rented and paid by the Contractor and/or user.

The House will reserve the right to receive donated catering, food and beverages for events. The in-house, exclusive caterer would be expected to provide service and set-up for donated food and/or beverages based on mutually agreed upon costs.

The House currently does not have a program for deliveries of food and beverages from offsite caterers to offices for meetings. There is a desire to see an internal food delivery program for meetings and in-office needs with a different pricing structure than full catering. This would take the form of a Conference & Meeting Room catering menu that would provide the option of pick-up and delivery services.

Catering menus, terms, conditions, etc. may be uploaded on the House Intranet at Contractor cost and expense.

Water Set-Up is not provided under this contract.

Busy event days are Tuesday, Wednesday and Thursday with Wednesday usually being the busiest day. The busiest season is January to April, September, October and early December. There are fewer events during summer, especially August when Congress is in recess.

There are no detailed records or data that indicate the total catering in the House or that indicate the percentage of the catering done by other caterers. The only available data is included in Section J.5.14.

Statuary Hall and the Rotunda in the Capitol are currently, and will remain, non-exclusive for purposes of catering.

.3 Alcoholic Beverage Service & Exclusive Pouring/Serving Rights Agreements

The onsite foodservice Contractor will provide alcoholic beverage service to all events where this type of service is requested by the host/user on the same exclusive, with exceptions as noted, basis as catering, detailed above.

The Contractor is responsible for all licensing that may be required for its operation for catering services including all costs associated with licensing, training, etc.

Currently there are no exclusive pouring or product service rights agreements in effect. This does not preclude the House from instituting such arrangements at a later date.

.4 Food and/or Beverage Carts

The House is open to consider use of attractive and Sanitarian approved carts in certain locations, such as interior outdoor courtyards from time to time for promotional events or special occasions. This type of cart operation is not part of this RFP and will be considered on a case-by-case basis after award of the Contract.

.5 Tour Groups

Tour groups are booked for the Longworth Food Court only, before 11:30 A.M. and after 1:30 P.M. daily when Congress is in session. It is expected the number of tour groups at Longworth Food Court will reduce if some of these groups shift to dining at the CVC restaurant.

.6 Page Foodservice Requirements

The average number of Pages participating in the program for a session is between 68 and 74. During the House session, Page foodservice normally includes four days per week for dinner and five days per week for breakfast and lunch. When reviewing the revenues in Section J.5.5, note that the revenues for this service are recorded in the Capitol Carryout's revenue.

The House is open to modifications of this program, but all proposals in response to this RFP should be based on the current practices without any changes at this time.

Additional statistical information can be found in Section J.5.17.

C.3 SEPARATE CONTRACT: THE U.S. SENATE

If the AOC for the Senate decides to award a contract pursuant to this RFP, the Contract shall include the Senate foodservice and related services, as described below.

The Senate currently (and historically) self operates all foodservices. Following are the current foodservice and related locations:

- Capitol Carryout
- Catering Services (primarily in-house)
- Dirksen North Servery
- Dirksen South Buffet
- Dirksen South Convenience Store
- Senate Dining Room
- The Hart Senate Chef

The AOC on the behalf of the Senate is considering the Senate Dining Room as an option for the Senate contract. If the AOC for the Senate awards a contract pursuant to this RFP, it will be at the sole discretion of the AOC whether to include this facility.

Senate foodservice facilities and catering are located in the Capitol and adjacent Russell, Dirksen and Hart office buildings.

The foodservice operation in the Russell Building is outsourced to KSC Inc. doing business as Cups and Company of Washington, D.C. This operation is not a part of this RFP process. Please note that Cups and Company will continue to operate notwithstanding the exclusivity of this Contract.

The Vending Machines are operated through three contracts with three different vendors. The Vending Machines are a part of this RFP process.

Total annual gross revenue in all areas above is about \$ nine million. The combined customer counts for all foodservice locations (not including catering) in 2003 was approximately two million. There are approximately 5,000 people working on the Senate side of Capitol Hill. The above locations are generally closed Saturdays, Sundays and Federal holidays unless directed otherwise due to the legislative session.

Foodservice customers are primarily Senate staff, members and visitors onsite for committee meetings and/or lobbying.

There is currently no Debit program or discount program for Senate staff.

The Senate Dining Room is provided as a high quality service and is not intended to operate at a profit on a stand-alone basis. If a contract is awarded for Senate Restaurants, pursuant to this RFP process, the Contractor will retain the Executive Chef position and the individual who currently holds that position at the time of contract award in his/her current position at the Senate

Dining Room. The Executive Chef will be designated a “Key Personnel” for purposes of the Contract with the AOC for the Senate. Any replacement or substitution of the current individual holding the Executive Chef position will be made pursuant to provision H.3 of this RFP and the resulting Contract.

A sundries and souvenir area is part of the Dirksen foodservice operation listed above. The items offered are primarily convenience items and souvenirs (Senate Bean Soup Cup, T-Shirts, etc.). The souvenir items will be discontinued and not be part of a new contract with the Senate if awarded pursuant to this RFP process.

“Senate Bean Soup” is a historical menu item that is featured in all the Senate dining areas and must be continued under a new foodservice contract. See the Senate’s web site www.senate.gov for additional details.

Senate Restaurants, the current in-house operation, does much of the catering on the Senate side, but outside caterers are also used on an exceptions basis.

.1 Restaurants

(1) Cafeterias, Restaurants, and Convenience Store

Sections J.6.6 -.10 contain additional sales-related information.

(2) Days & Hours of Operation

For the purposes of the proposal, the Contractor should use the current days and hours of operation.

U.S. Senate Monday through Friday

Capitol Carryout – 7:30 am to 3:00 pm or one hour after last vote

Dirksen North Servery – 7:30 am to 3:00 pm

Dirksen South Buffet – 11:30 am to 2:30 pm

Dirksen South Convenience Store – 7:30 am to 4:00 pm

Senate Dining Room – 8:00 am to 3:30 pm or one hour after last vote

The Hart Senate Chef – 8:00 am to 6:30 pm

A Senate calendar and holiday schedule can be found on its website: www.senate.gov. The Senate foodservice facilities operate under reduced operating hours when the Senate is not in session.

Exceptions to the standard days and hours of operation:

- (a) On occasion the Senate Dining Room is open late in the evening or early morning hours. The terms and conditions are subject to the mutual agreement of the Contractor and the Senate.

- (b) On occasion one or more foodservice points of sale are open on a weekend.

(3) Menus & Product Pricing (all service areas)

Proposals will be based on pricing models as follows:

- (a) Current pricing and portions for similar items in all areas;
- (b) Retail pricing—comparable to similar foodservice operations in public buildings on the Mall in Washington, D.C. with similar cafeterias, catering, food courts and/or quick service operations; and
- (c) Senate Dining Room based on current pricing.

Current menus, product listings and pricing are available for review in Section J.6.9.

(4) Menus, Product Variety, Marketing & Merchandising

Contractors are encouraged to use creativity, innovation and current foodservice trends to recommend menu programs, merchandising and point of sale marketing that will optimize service, quality and variety for all customers and users on Capitol Hill. Any reasonable program or concept will be considered. Brands can be used provided signage, logos, trade dress, etc. are conservatively displayed in good taste and subject to prior review and approval.

This includes any agreed upon promotional efforts, creating electronic applications for use on the Senate Intranet and any reasonable advertising and marketing to support high quality service.

(5) Human Resources Considerations

See Section J.3.31 for additional information as it relates to displaced workers for the Senate contract.

A labor summary is listed in Section J.6.16 as it relates to displaced workers for the Senate contract.

All new and current foodservice staff, both hourly and management, are subject to Senate security requirements, as indicated in the Terms and Conditions of the Contract.

(6) Financial History & Related Data

Section J.6.5 includes available sales and statistical data covering all the various points of sale and services covered under these contracts.

The Senate will provide telephone equipment (hardware), local service and LAN drops. The contractor will be responsible for long distance services.

(7) Vending Machines

Vending Machines and related statistical information including sales prices is listed in Section J.6.11.

Proposals will be based on the following two models:

- (a) Replacing all current vending machines on a one-for-one, identical and like kind basis with no changes; and ('As-Is' in submittal forms)
- (b) Replacing all current vending machines with Contractor recommended vending machines in all current locations enabling Contractors to make reasonable adjustments to the number and/or type of machines in each location. ('Proposed' in submittal forms)

(8) Credit Cards

There is some use of credit cards in the Senate. The Senate is open to expanded use of credit cards in all areas, such use and applications are subject to prior review and written approval.

.2 Catering Services

The Rotunda in the Capitol and the Great Hall in the CVC are nonexclusive rooms for catering as are the catered events which occur in these rooms.

All other events are exclusive for catering with exceptions for certain events as determined by the Committee on Rules and Administration.

Listed below are three scenarios by which catering and events occur on the Senate side, with an indication of whether these events are exclusive or nonexclusive to the Contractor:

Traditional Senate Events (i.e. Spouse's Dinner) – nonexclusive catering
Senate Member Events – nonexclusive catering
Senate Member Sponsored Events - exclusive catering

Additional information regarding the number of events for each scenario, criteria, and process utilized to determine which events are considered traditional Senate events and Senate Member events as opposed to Senate Member sponsored events, to the extent that it is available, can be found in J.6.14.

Over and above the two exclusive scenarios listed above, catering services in the Senate will be exclusive to the Contractors as listed below.

Senate staff have indicated, all things being equal, they would prefer to use the onsite caterer exclusively because of the challenges with Capitol Hill security clearance, checking of trucks, etc.

In order for an “exclusive” catering relationship to be successful it is important that the in-house exclusive caterer meet the needs of a large constituency of users from the most simple and inexpensive to fancy, intricate and elaborate. In addition, the Contractor must be able to provide silver as a part of their catering service options. To the extent that the in-house caterer does not have this flexibility, pricing and variety, Senate will have to use outside catering resources to supplement its needs. This flexibility may include simple, low budget meetings to fancy, high budget/high profile functions, basic meals to intricate receptions, specific ethnic catering such as strictly Kosher, Indian or other cuisine, small and large groups, etc.

This will truly be an “exception” policy as it is the Senate’s desire for the selected Contractor to have the experience and expertise to cater a wide range of events. In no event will a third-party caterer use the onsite Contractor’s kitchen or catering equipment. In the event the Senate uses a third-party caterer for Senate Member Sponsored Events, not including a specialized caterer as detailed above, the exclusive onsite Caterer/Contractor will receive a percentage of 10-15% of revenue for each such event.

The Contractor will be responsible for providing all catering equipment, either equipment owned by the Contractor/Caterer and/or rented and paid by the Contractor and/or user.

Subject to the Standing Rules of the Senate, the Senate will reserve the right to receive donated catering, food and beverages for events. The in-house, exclusive caterer would be expected to provide service and set-up for donated food and/or beverages based on mutually agreed upon costs.

The Senate currently does not have a program for deliveries of food and beverages from offsite caterers to offices for meetings. There is a desire to see an internal food delivery program for meetings and in-office needs with a different pricing structure than full catering. This would take the form of a Conference & Meeting Room catering menu that would provide the option of pick-up and delivery services.

Catering menus, terms, conditions, etc. may be uploaded on the Senate Intranet at Contractor cost and expense.

Water Set-Up is not provided under this Contract.

Busy event days are Tuesday, Wednesday and Thursday with Wednesday usually being the busiest day. The busiest months are January to April, September, October and early December. There are fewer events during summer, especially August when Congress is in recess.

.3 Alcoholic Beverage Service & Exclusive Pouring/Serving Rights Agreements

The onsite foodservice Contractor will provide alcoholic beverage service to all events where this type of service is requested by the host/user on the same exclusive (with exceptions as noted) basis as catering, detailed above.

Contractor is responsible for all licensing that may be required for its operation for catering services including all costs associated with licensing, training, etc.

Currently there are no exclusive pouring or product service rights agreements in effect. This does not preclude the Senate from instituting such arrangements at a later date.

.4 Food and/or Beverage Carts

The Senate is open to consider use of attractive and Sanitarian approved carts in certain locations, such as interior outdoor courtyards from time to time for events or special occasions. This type of cart operation is not part of this RFP and will be considered on a case-by-case basis after award of the Contract.

.5 Tour Groups

Tour groups are not a predominant part of current business and detailed information is not available. Contractors can get a sense of this activity during onsite visits to public spaces during the proposal preparation process.

.6 Page Foodservice Requirements

There are between 20 and 30 Pages each year who are onsite seven days per week between September and May. Each Page pays \$250 at the start of the program year. The Dorm Leader uses this money to take care of dinner purchases and some special events. In addition, each Page receives a \$6.50 meal ticket for each day that can be used in the The Hart Senate Chef or Dirksen North Servery. During a 10-month period the Senate spent about \$33,000 for this service.

All Page meals are reflected in the sales at the The Hart Senate Chef or the Dirksen North Servery.

The Senate is open to modifications of this program, but all proposals in response to this RFP should be based on the current practices without any changes at this time.

Additional statistical information can be found in Section J.6.15.

C.4 RENOVATION, REMODELING, AND CAPITAL INVESTMENTS

.1 Renovation and/or Remodeling Existing Services

Some of the points of sale facilities are relatively new and modern while some are older and in need of updating and renovation. The AOC is open to proposals that include Contractors providing the capital to renovate some of the outdated facilities. In this regard, proposals will be received on the following basis:

- (1) Operate all facilities as-is and only subject to minor, cosmetic updating at Contractor cost and expense; and
- (2) Propose more extensive renovation to as many of the facilities as Contractor wants to propose, at Contractor cost and expense.

.2 Subsidies and/or Appropriation to Subsidize RFP Services

Note that this RFP assumes no direct dollar subsidy over and above the space(s); utilities and fixed equipment (see 'Operating Responsibilities' in Sections J.4.5, J.5.4, J.5.22 and J.6.4).

.3 Capital Investment

- (1) The Entities will provide all the facilities listed in this RFP in an 'as-is' condition at the commencement of this Contract. The Contractor agrees to accept these facilities in the "as-is" condition for performance of this Contract.
- (2) Contractors may propose making a capital investment in physical, permanent improvements in one or more of the facilities (over and above the required capital investment in the CVC server). All such physical changes, improvements and furniture, fixtures and equipment, when completed, become the property of the Entities.
- (3) Contractor will be required to provide the capital investment to complete the CVC server equipment purchase and installation as detailed under CVC in Section J.4.2 of this RFP document. This capital investment will be subject to amortization and possible reimbursement or "buy-back" as detailed below and is referred to as "capitalized equipment."
- (4) Capital investments by Contractor will be approved in advance by the appropriate Entity and amortized straight-line, non-interest bearing basis over a period not to exceed seven years. A shorter or longer amortization period, depending on the total dollar amount of the Contractor's capital investment, may be proposed by the Contractor and will be considered by the Entities.
- (5) In the event of contract termination by one of the Entities for other than a material breach of the Contract by Contractor, the appropriate Entity or successor Contractor may reimburse Contractor the amortized capital cost for the capitalized equipment. Upon receipt of reimbursement, the Contractor shall convey clear title to the capitalized equipment to the Entity or successor Contractor.

- (6) If any of the Entities terminates the Contract for a material breach of the Contract by Contractor, the Entities or the successor Contractor shall have the option to provide a reimbursement or “buy-back” of the capitalized equipment. The Entities or successor Contractor shall have no obligation to provide reimbursement or “buy-back” of the capitalized equipment.
- (7) The reimbursement or ‘buy-back’ of unamortized capital investment would not include any FF&E that is proprietary to the Contractor, such as trade dress, logo, etc., and is Contractor-specific and not transferable to another Contractor. These items must be clearly identified in Contractor’s proposal.
- (8) The Entity reserves the right at any time during the term of the contract to pay-off the unamortized portion of Contractor’s capital investment, if any, with no interest or penalties.

.4 Loose Equipment

- (1) Contractor will provide and own, at Contractor cost and expense, all loose equipment including, but not necessarily limited to, kitchenware, point-of-sale/cash registers, computers and computer related hardware and software, catering equipment, office furniture/furnishings, carts and fax machines. The Entities will have the right of review and approval of any loose equipment that will be used or in view of visitors/customers.
- (2) All loose equipment is currently owned by AOC in the Senate foodservice and catering facilities. In the case of the Senate, which is currently self-operated, the Contractor will be purchasing the Senate’s loose equipment. At the time of contract award, an independent party will conduct an inventory and determine fair market value of the loose equipment. Contractor will pay the Entity the fair market value price and acquire the loose equipment.

.5 Contractor Exclusive Investment

The Contractor will be responsible for paying for the following investment items. These investment dollars would not be subject to amortization and buy-back in the case of contract termination under any circumstances.

- (1) Contractor pre-opening and start-up costs and expenses including any corporate overhead, staff or related charges if applicable to the Contractor.
- (2) Consumable food, beverage (alcoholic and non-alcoholic), sundries/convenience shop and supply inventories. Contractor will agree to purchase on-hand consumable inventories from the AOC for the Senate foodservice and catering facilities. This will not include any food or beverages that are open or in production. Contractor may, at Contractor’s option, assume part or all of the

consumable inventory that is open and/or in production. Contractor's purchase price for the consumable inventories will be based on AOC vendor invoice pricing.

- (3) Change and petty cash funds.
- (4) Loose Equipment (as defined above).

.6 Construction & Project Management

The AOC will have the final approval of design, construction, contractors and project management personnel. The AOC will select and engage all architects, engineers and contractors for any construction project. The AOC may seek advice and input from the Contractor during the process.

.7 Carts & Cart Storage

When and if food and/or beverage carts are included under the scope of services on Capitol Hill, the Contractor shall secure all necessary licenses and permits as a cost of business under the Contract covering the operation of these items. Contractor shall maintain the carts in good repair and a clean and sanitary condition at all times. Carts will be stored, at Contractor cost and expense, at an offsite location when not in use on Capitol Hill.

C.5 MENUS, STAFFING, AND CUSTOMER SERVICE

.1 Menu Prices

All menu prices shall be comparable with menu prices at other first class, high quality, Washington D.C. area cultural institutions, restaurants, cafés and catering/banquet facilities for similar services, items and portions. All prices must be displayed or on menus if table service is provided. Menu prices and portions will be an Exhibit to the Contract and such prices will be set and established for each calendar year. The annual review of new pricing will be in December for prices effective beginning in January of the next year. No price adjustments or changes will be made without prior written approval and knowledge of the Entity, which will not be unreasonably withheld. Whenever unique conditions result in unusual cost increases to the Contractor, then and in that event, the Entities will consider price adjustments at other times during the year.

.2 Contractor Manager(s) and Staff

In the Capitol Hill setting, the foodservice Contractor's staff may be perceived by the visitor as "representatives of the Government." The Entities are concerned about their public image and reputation. For this reason, the Entities must have the prior approval of management staff before hiring or placement on Capitol Hill. Further, in the event of problems with any front-line Contractor's staff who work in customer areas and/or has

customer contact, upon request, Contractor will remove the staff person(s) from the respective location. Removal does not mean “termination”.

.3 Customer Service

All restaurants, cafeterias, catering and other services covered under the Contract are services that are an integral and important part of the visitor and staff experience. The Entities are concerned about their public image and reputation. The Contractor is expected to maintain superior customer service standards at all times.

END OF SECTION C

SECTION D

PACKAGING AND MARKING

D.1 MARKING OF REPORTS

All information, including forms, reports, etc., submitted to the Contracting Officer or Contracting Officer's Technical Representative shall be prepared for shipment in accordance with best commercial practices and shall clearly indicate the Contract number for which the information is being submitted. Costs are the responsibility of the Contractor.

D.2 PACKING AND PACKAGING

Preservation, packaging and packing for all items provided in the foodservice facilities shall be in accordance with best commercial practices and adequate to ensure safe food handling.

D.3 SHIPPING AND DELIVERIES

Deliveries to foodservice facilities are subject to applicable security procedures (See Section H). The security procedures are subject to change as the situation warrants and may entail the inspection of packages and/or off-site inspection of delivery vehicles.

The shipping and deliveries are solely at the expense of the Contractor and Entities will not be liable for any delivery, storage, demurrage, accessorial or other charges involved with the actual delivery of the food inventory and supplies to the foodservice facility destination, unless such charges are caused by an act or order of the Entity acting in its contractual capacity.

The Contractor is responsible for any loss of and/or damage.

END OF SECTION D

SECTION E

INSPECTION AND ACCEPTANCE

E.1 INSPECTION - GENERAL REQUIREMENTS

- .1 The Entity shall have the right, with reasonable advance notice, to send its representative into areas assigned for the Contractor employees' use at any time for inspection or other purposes approved by the Contracting Officer.
- .2 All foodservice facilities utilized by the Contractor in performance of work under this Contract shall be subject to inspection by officials of the appropriate Entity.
- .3 The Entity shall permit access to the foodservice facilities and provide the necessary means for access to all services provided by the Contractor under this Contract.

E.2 INSPECTION OF GOODS/SERVICES

- .1 The Entity has the right to inspect and evaluate all goods and services provided or performed under this Contract at all reasonable times and in a manner that will not unduly delay the work. If the provision of services or goods delivered under this Contract is deficient, then the Contracting Officer's Technical Representative ("COTR") may order a correction of the deficiency within a specified period of time.
- .2 If any of the goods or services provided or performed are found not to conform to the Contract requirements, the Entity may require Contractor to adequately correct the non-conformance or provide/perform the services again in conformity with Contract requirements, at no change in contract amount. The goods and services offered to the Entity must, at a minimum, include the features certified by the Contractor in those applicable portions or elements of the Contractor's proposal as incorporated into the Contract.

E.3 RESPONSIBILITY FOR INSPECTION AND ACCEPTANCE

- .1 The COTR for the Entity is responsible for performing inspection and ensuring adequate records are kept to support acceptance or rejection. Acceptance or rejection will be made by the COTR; cure notices, if necessary, will be made by the Contracting Officer.
- .2 Acceptance of the services and products provided will be accomplished through the independent inspection and quality assurance actions of the COTR and representatives of the Entity. The COTR will ensure that the goods/services provided by the Contractor conform to the applicable specifications set forth in this Contract including those portions of the Contractor's proposal incorporated into the Contract, the attachments and any purchase orders issued pursuant to this Contract. Acceptance shall be in writing. Such acceptance does not waive the Entity's rights to nor is acceptance conclusive with regard to unknown or undiscovered deficiencies or defects or deficiencies made manifest only

through the extended performance of the Contract.

E.4 SANITATION AND QUALITY

- .1 The Contractor shall comply with all the health and safety codes that apply to contracts for services similar to those being provided hereunder, as well as with all sanitation requirements prescribed by the Office of the Attending Physician in connection with performance of the work. The Office of the Attending Physician is the sanitarian that conducts inspections of the House and Senate foodservices based on the current edition of the United States Food and Drug Administration's Food Code. The Office of the Attending Physician must review and approve all plans for the operation of a food service facility.
- .2 The following supplements the requirements of federal, state and local authorities relative to the health and safety of employees and patrons to the foodservice facilities. The Entities reserve the right to perform health and safety inspections at any time, and if the conditions at any of the Capitol facilities under the control of Contractor do not meet the highest reasonable standards, the Entities may direct the Contractor to take necessary action at Contractor cost and expense, which may include closing one or more facilities and the Contractor agrees to abide by all such directions.
- .3 Vending machines operated under the Contract shall be constructed, maintained and operated in accordance with the recommendations of the most recently published Food Code, U.S. Department of Health and Human Services, Public Health Service and Food and Drug Administration.
- .4 The most recently published Food Code, U.S. Department of Health and Human Services, Public Health Service, Food and Drug Administration and all local codes and regulations relating to food service sanitation and procedures shall be adhered to by the Contractor.
- .5 All employees assigned by the Contractor to perform work under this Contract shall be physically able to do their assigned work and shall be free from communicable diseases.
- .6 If requested by the Entities, the Contractor's employees shall receive medical examinations of a type and scope to be specified prior to the commencement of their work at the Capitol facilities and at other times, which may be required. The Contractor shall certify to the Entities that such examinations have been performed and that its employees are in full compliance with all applicable medical standards. Any medical examinations shall be consistent with foodservice industry standards and shall not be in contravention of any local, state or federal law.
- .7 The Contractor agrees that it will immediately notify the Entities of all cases of communicable diseases, skin infections, or food poisoning contracted by its employees or by patrons of the facilities. The Contractor shall promptly report the details of any such case, the action it has taken to remedy the case, as well as the action it has taken to

prevent recurrence. The Contractor shall maintain a weekly blood incident log. The Entities retain the right to review the logs at any time.

- .8 The Contractor shall comply with all applicable federal, municipal and the Capitol fire, police, safety and health laws, ordinances, rules and regulations. The Contractor shall train its employees to follow established procedures concerning fire, civil defense, bomb threats, and other emergencies. Contractor employees will be trained in the use of fire extinguishers to abate fires occurring within Contractor managed areas.
- .9 The Contractor shall immediately notify the Entities of any fire, accident or safety hazard that occurs at any Capitol facility under Contractor's control. The Contractor shall take reasonable measures to remedy any condition in any facility that is unsafe, unhealthy or dangerous. The Entities can review and approve Contractor's OSHA required standards and Contractor will be responsible for OSHA training of its staff. The Contractor comes under the auspices of the Federal III OSHA Office.
- .10 The Contractor shall comply with all HACCP procedures as required to be submitted as a part of proposal response.
- .11 The Contractor shall designate a "Person in Charge" during all hours of operation that has completed a Management Certification in Food Service Sanitation.

END SECTION E

SECTION F

DELIVERIES OR PERFORMANCE

F.1 DELIVERABLE ITEMS

The Contractor shall complete all services hereunder in accordance with the Contract and attachments and any modifications issued pursuant to this Contract, including delivery of all goods and services, effective from the date of the Contract and/or notice to proceed.

F.2 CONTRACTOR FURNISHED PROPERTY

The Contractor shall furnish all equipment and supplies that it determines to be necessary for the performance of this Contract for use by Contractor personnel performing work on site at the Entity. The Entity reserves the right to furnish any other resources not furnished by the Contractor but which may be useful in the performance of the Contract. Entity furnished supplies or equipment will be used only for the performance of this Contract. The Contractor shall be responsible for and shall maintain accurate records, including maintenance call records, of all items provided by the Entity other than expendable supplies.

F.3 MANAGEMENT REVIEW MEETINGS

- .1 Ad hoc management review meetings will be conducted between the Contractor and the COTR to review and discuss the status of all Contract requirements, and the Contractor's progress in implementing and maintaining the foodservice facilities and providing services under the Contract.
- .2 The management review meeting will take place at Entity facilities, as determined by the COTR. Contractor representation must include at least one individual from the Contractor's management personnel, as appropriate.
- .3 The Contractor shall also be required to attend meetings as requested by COTR with various personnel of the Entity and related meetings regarding foodservices within the Entity.

F.4 DEFICIENT PERFORMANCE

- .1 In the event the Contractor encounters difficulty in meeting the performance of the Contract requirements; anticipates difficulty in complying with the Contract; or the Contractor has knowledge that any actual or potential situation is delaying or threatens to delay the timely performance of this Contract, the Contractor shall promptly, by telephone or e-mail, notify the COTR or, in the COTR's absence the Contracting Officer. If the COTR determines that the difficulty, anticipated difficulty or potential difficulty in meeting contract performance requirements is significant in nature, he/she shall immediately notify the Contracting Officer and require the Contractor to follow up in writing, giving pertinent details, provided, however, that this data shall be informational

only in character. This provision shall not be construed as a waiver by the Entity of any delivery schedule or date or any rights provided under this Contract.

- .2 The Contractor shall take whatever actions are necessary to ensure continuous provision of services specified in this Contract.
- .3 The Contractor shall be liable for default unless nonperformance is caused by an occurrence beyond the reasonable control of the Contractor and without its fault or negligence such as acts of God, the public enemy or acts of the Government in either its sovereign or contractual capacity.
- .4 If in the opinion of the Contracting Officer, the Contractor falls behind the performance of the Contract requirements, the Contractor shall take such steps as may be necessary to improve performance, without additional costs to the Entity.

F.5 STOP-WORK ORDER

- .1 The Contracting Officer may, at any time, by written order to the Contractor, require the Contractor to stop all, or any part, of the work called for by this Contract for a period of ninety calendar days after the order is delivered to the Contractor, and for any further period to which the parties may agree. The order shall be specifically identified as a stop-work order issued under this clause. Upon receipt of the order, the Contractor shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the order during the period of work stoppage. Within a period of ninety calendar days after a stop-work is delivered to the Contractor, or within any extension of that period to which the parties shall have agreed, the Contracting Officer shall either -
 - (1) Cancel the stop-work order; or
 - (2) Terminate the work covered by the order as provided in the Default, or the Termination for Convenience of the Government, clause of this Contract.
- .2 If a stop-work order issued under this clause is canceled or the period of the order or any extension thereof expires, the Contractor shall resume work. The Contracting Officer shall make an equitable adjustment in the delivery schedule or contract price, or both, and the contract shall be modified, in writing, accordingly, if --
 - (1) The stop-work order results in an increase in the time required for, or in the Contractor's cost properly allocable to, the performance of any part of this Contract; and
 - (2) The Contractor asserts its right to the adjustment within thirty calendar days after the end of the period of work stoppage; provided, that, if the Contracting Officer decides the facts justify the action, the Contracting Officer may receive and act upon the claim submitted at any time before final payment under this Contract.

- .3 If a stop-work order is not canceled and the work covered by the order is terminated for the convenience of the Government, the Contracting Officer shall allow reasonable costs resulting from the stop-work order in arriving at the termination settlement.
- .4 If a stop-work order is not canceled and the work covered by the order is terminated for default, the Contracting Officer shall allow, by equitable adjustment or otherwise, reasonable costs resulting from the stop-work order.

END OF SECTION F

SECTION G

CONTRACT ADMINISTRATION DATA

G.1 CONTRACT ADMINISTRATION

Administration of this Contract will be performed by the Entity's Contracting Officer. In the case of the contract for the Senate foodservice, the AOC will serve as the Contracting Officer. The Contracting Officer is authorized to make contractual modifications and render contractual decisions, including, but not limited to, changes in the scope of work and monetary additions and/or deletions, subject to the authority delegated to them. No changes shall be effective without a modification of the Contract. All communications pertaining to contractual and/or administrative matters under this Contract should be addressed to:

Christopher J. Blumberg

Via Email: cblumber@aoc.gov
Via Fax: 202-225-3221
Via Voice: 202-226-2557
Via Mail: Architect of the Capitol
 Procurement Division
 Ford House Office Building
 Attn: Christopher J. Blumberg
 Room H2-263 (Bid Room)
 Second and "D" Streets, S.W.
 Washington, D.C. 20515

The Contracting Officer is the only person authorized to make or approve any changes in any of the requirements of this Contract, notwithstanding any provision contained elsewhere in this Contract. In the event that the Contractor makes any change at the direction of any person other than the Contracting Officer, the change will be considered to have been made without authority and no adjustment will be made in the contract price to cover any increase in costs incurred as a result thereof.

If the House awards a contract pursuant to the RFP, the Contracting Officer will be identified for its respective contract.

G.2 CONTRACTING OFFICER'S TECHNICAL REPRESENTATIVE

The Entity shall provide the name, address and telephone number of the COTR at the time of Contract award, and the duties thereby delegated to that person. Any subsequent change to the individual or the individual's responsibilities will be confirmed in writing by the Contracting Officer. In no instance will the COTR be delegated authority to order any change in the Contractor's performance which would affect cost or schedule.

G.3 IDENTIFICATION OF CORRESPONDENCE

To assure a proper audit trail in the administration of this Contract, correspondence and all required submissions between the Contractor and the Contracting Officer, as well as the Contractor and the Contracting Officers shall utilize the following standard format at the beginning of each document:

- .1 The Foodservices Contract
- .2 The Subject of the Correspondence
- .3 A Sequential Number System

G.4 REPORTING, ACCOUNTING AND PAYMENT OBLIGATIONS

- .1 Payments

Within fourteen calendar days following the end of each calendar month during the Contract, the Contractor shall provide the Entity with an estimated statement of Gross Receipts for the immediately preceding calendar month. Within forty-five calendar days following the end of each calendar month during the Contract, the Contractor shall provide the Entity with a final statement of Gross Receipts for the immediately preceding calendar month together with payment of all amounts due to the Entities for such preceding month.

The statement of Gross Receipts shall detail all Gross Receipts by income category and shall include per capita revenue, customer counts, average checks/transactions in the facilities, the current month's budgeted Gross Receipts, year-to-date actual and any other data or statistics as reasonably requested by the Entities.

The monthly report shall include a recap of daily Gross Receipts. Reporting under this Contract shall commence as of the effective date of the executed contract.

The Contractor shall pay the Government, by check payable to the order of the appropriate Entity or U.S. Treasury, as indicated by the Government, the percentage of actual gross sales during each accounting period. The term "accounting period" shall be that interval of time defined by the Contractor in its proposal as accepted by the Government.

- (1) The Contractor shall transmit its payment pertinent to each accounting period directly to the appropriate Entity, in such a manner that payments will be received therein within ten calendar days after the last day of each accounting period. The Contractor will provide with each accounting period payment a true and correct statement, with complete breakdown by number unit and category of item, of all gross sales made by the Contractor during the accounting period for which the

amount accrued and became due.

Failure of the Contractor to timely effect any of the accounting period payments required may be grounds for termination

.2 Statement of Income & Expense

Within sixty calendar days following the end of each Contract year during the Contract services term, the Contractor shall provide the Entity with a statement of income and expense covering the operation of the services. This statement of income and expense shall be based on industry standard accounting practices and shall include a breakdown of all income and expense categories including percentage ratios, monthly and year-to-date budget, etc.

Upon request, the Contractor shall provide additional breakdowns and/or explanations of line-item income and/or expense items. Monthly, during the contract, Contractor's senior management (Contractor's representative(s) above Contractor's on-site general manager) shall discuss the monthly statement of income and expense with the Entity representative(s) that have oversight and responsibility for this Contract.

If at any time during the Contract the Contractor makes a request (operational or financial) that the related Entity feels, in its reasonable opinion, requires a detailed review of the statement of income and expense, the Contractor agrees to provide such Entity with any financial information reasonably requested, including, without limitation, a hard copy of the most current statement of income and expense (including year-to-date results, if applicable), and the Entity agrees to limit distribution of the document(s) for review by those who need to know such information as it relates to the Entity's request(s). All financial information provided by the Contractor, whether under this Paragraph or any other Section of this Contract, shall be true and complete and prepared in accordance with generally accepted accounting principles consistently applied.

.3 Annual Statement of Gross Receipts

Within forty-five calendar days following the end of each contract year during the Contract, the Contractor shall provide the Entity with a statement of Gross Receipts, certified by a financial officer of, together with payment of any Commissions determined to be outstanding, owing and not previously paid.

.4 Annual Income Tax Returns

Within thirty calendar days after the Contractor submits its annual state and federal income tax returns, the Contractor shall provide a copy of all such returns, including requests for extensions and related information, as reasonably requested.

.5 Books & Records

The Contractor shall maintain accurate books and records in connection with the services and shall retain such records for a period of at least four years following the conclusion of each contract year.

The Contractor shall maintain complete and accurate financial records for all transactions involved with the Entity's facilities, including, without limitation, those transactions that support Gross Receipts, such as cash register tapes, catering billings and other sales receipts. These items shall be properly stored and shall be kept for the minimum time detailed above or until the completion of any audit made by the Entities' auditors, whichever is sooner. Such records and receipts shall not be destroyed or discarded until any resulting audit report has been accepted by the appropriate Entity.

The Contractor shall use point of sale systems and other automatic cash counting equipment as it reasonably deems necessary to properly and accurately record all Gross Receipts. All such systems shall be subject to prior review and approval. The Entity shall have the right, upon reasonable notice, to review and to inspect such equipment at any time and from time to time.

The Entity shall have the right to audit the Contractor's books and records of account on an annual basis at a time and location as may be mutually agreed upon. If the result of any such audit establishes that the Contractor has overpaid the Entity such overpayment shall be credited against payments currently or to become payable to that Entity. If the audit reveals an underpayment, the Contractor must pay the difference within ten calendar days. If the audit reveals an underpayment in excess of two percent of the total amount of payments payable during any contract year, the cost of said audit plus a ten percent administrative fee shall be paid by the Contractor.

Contractor's records shall be available for routine inspection and audit by Entity representatives at any time and from time to time during the Contract services term (and for two years thereafter), but only during reasonable business hours and upon reasonable notice. These routine audits and inspections shall not be conducted more frequently than twice in any consecutive 12 month period, subject to the Entity's right to conduct special audits whenever it deems such audits to be necessary or appropriate. The Entity reserves the right to conduct surprise audits and/or mystery shopping at any point of sale under the control of the Contractor.

.6 Accounts Receivable

The Contractor shall be solely responsible for all billing and collection of accounts receivable from outside groups and organizations. The Contractor shall not have the right and shall not deduct uncollected accounts receivables from Gross Receipts without prior written approval by the Contracting Officer.

G.5 ELECTRONIC FUNDS TRANSFER (EFT) PAYMENT

.1 The Entities may request that the Contractor provide Payee/Company Information

completed and signed by an appropriate company official in order to process an Electronic Funds Transfer (“EFT”) payment.

- .2 The Contractor shall designate a single financial agent capable of sending and processing the electronic funds transfer using the EFT methods described above. The Contractor shall pay all fees and charges for receipt and processing of transfers.
- .3 The Contractor agrees that the Contractor's financial agent (to be identified by the Contractor) may notify the Government of a change to the routing transit number, Contractor account number or account type. The Contractor agrees that the information provided by the agent is deemed to be correct information as if it were provided by the Contractor.

G.6 LOSS AND DAMAGE (AOC) (NOV 2002)

- .1 The Contractor shall indemnify the Government for any property delivered to the Contractor for servicing under this Contract that is lost or damaged and, in the opinion of the Contracting Officer, cannot be repaired satisfactorily. In either of these events, the Contractor shall pay to the Government the value thereof in accordance with Federal Supply Schedule price lists. If the property is not on these price lists, the Contracting Officer shall determine a fair and just price. Credit shall be allowed for any depreciation in the value of the property at the time of loss or damage, and the parties hereto shall determine the amount of the allowable credit. If the parties fail to agree upon the value of the property or fail to agree on the amount of credit due, the dispute shall be determined as provided in the article entitled “DISPUTES” of Section I.
- .2 In case of damage to any property which the Contracting Officer and the Contractor agree can be satisfactorily repaired, the Contractor shall repair the property at their own expense in a manner satisfactory to the Contracting Officer.

END OF SECTION G

SECTION H

SPECIAL CONTRACT REQUIREMENTS

H.1 ORDER OF PRECEDENCE

Any inconsistencies in this Contract shall be resolved by giving precedence in the following order:

- .1 The schedule of supplies/services;
- .2 The Assignment, Disputes, Payments, Invoice, and Compliance with Laws paragraphs;
- .3 Other Contract provisions;
- .4 Other documents, exhibits, and attachments; and
- .5 The Contractor's incorporated proposal.

H.2 INTERPRETATION OF CONTRACT REQUIREMENTS

No interpretation of any provision of this Contract, including applicable specifications, shall be binding on the Entity unless furnished or agreed to in writing by the Contracting Officer or his/her designated representative.

H.3 KEY AND OTHER PERSONNEL

The Contractor has designated certain key persons for purposes of this Contract. Key personnel may not be changed or reassigned during the base period of the Contract without the prior written approval of the Contracting Officer, which shall not be unreasonably withheld. The designated key personnel are to be determined.

During the period of this Contract, key personnel substitutions shall not be permitted unless such substitutions are necessitated by an individual's sudden illness, personal hardship, death or termination of employment or request of the Contracting Officer. In any of these events, the Contractor shall promptly notify the Contracting Officer and provide the information required by the Contracting Officer.

All proposed substitutions must have qualifications that are equal to or higher than the qualifications of the person to be replaced. The Contracting Officer or designee will evaluate such request and will notify the Contractor of the Entity's approval or disapproval thereof on substitutions within thirty calendar days.

The Entity reserves the right to approve or disapprove the assignments of all personnel assigned to the performance of this Contract.

H.4 INFORMATION SYSTEM SECURITY AND VIRUS FREE

The Contractor is subject to the Entity's information system security regulations and guidelines and shall certify that, to the best of its knowledge and belief, all communication services or software provided is virus free. The signed Contract shall constitute the Contractor's certification.

H.5 DELEGATION OF AUTHORITY

At their discretion, the parties to this Contract may delegate to representatives within their respective organizations, any of their administrative functions in connection with this Contract, but may not absolve themselves of accountability for performance of said functions. All delegations of authority by either party to fulfill the obligations of this Contract will be made in writing to the respective Contracting Officer.

H.6 MODIFICATIONS AND ADDITIONS/ADJUSTMENTS

Administrative changes (e.g. address corrections) are approved by the Contracting Officer. Other changes, modifications, additions or deletions, which change the scope of this Contract, must be prepared in writing as formal modifications signed by both parties.

H.7 SEVERABILITY

If any portion of this Contract is determined to be either contrary to law or otherwise unenforceable, that provision will be deemed to be omitted from the Contract, but only to the extent necessary to relieve the deficiency. All other provisions of the Contract, including such portions of the omitted clause as are not determined to be contrary to law or unenforceable, will remain in full force and effect.

H.8 SECURITY CLEARANCES

- .1 The Contractor shall comply with all Entity security publications, regulations and procedures. Contractor personnel are required to be citizens of the United States of America (U.S.) or meet the eligibility requirements for Government of the United States employee compensation as specified in Public Law 108-7, Section 605. The Contractor shall be responsible for ensuring all Contractor personnel performing on the Contract are responsible individuals.
- .2 All personnel provided by the Contractor and employed on the site of the work will be subject to security background investigation. Each employee will be required to fill out an I.D. Request Form and U.S. Capitol Police Request for check of Criminal History Records and each employee will be photographed and fingerprinted. The Contractor shall provide any assistance required by any of its employees in completing the forms.
- .3 Prior to commencement of work, the Contractor and all designated on-site employees will be required, on a one-time basis, to be fingerprinted in Washington D.C. The

location for the Electronic Fingerprinting Service is the U.S. Capitol Police Headquarters, 119 D Street, N.E.

- .4 Within ten calendar days after the date of contract award, the Contractor shall submit to the Contracting Officer's Technical Representative (COTR) a list of all employees proposed to be employed on this Contract. This list shall include the employee's full name, date of birth and social security number.
- .5 While security background investigations are in process, the Contractor's employees will NOT be allowed temporary permission to work at the site. Any of the Contractor's employees who are perceived by the Contracting Officer as a security risk, as a result of evidence discovered in the background security investigation, will not be issued an Identification Card and will be denied access to the site of the work, and the Contractor will be directed to remove such employee from performance of any of the contract work, whether it be on or off the work site.
- .6 An identification card, with photograph, will be prepared for each employee of the Contractor requiring access to the site. The identification card shall be dated to indicate the period of time for which it is to remain valid - from the date the employee reports for duty until the applicable date which occurs first: the expiration of the contract, or the last date of the employee's tour of duty with the Contractor.
- .7 All persons entering the Legislative Branch Buildings shall gain access to the building by passing through screening devices such as x-ray machines, sniffers, chemical detectors, and/or potential other screening devices. In addition, all handbags and all hand-carried items shall be screened by x-ray devices prior to their entry into the building.
- .8 The Contractor shall immediately inform the Entity when there is a change in the citizenship or eligibility to work in the U.S. status of any Contractor personnel performing under this Contract. The Contractor shall immediately remove any Contractor personnel when information is obtained that makes the Contractor believe that person has ceased to be a responsible individual and should no longer work under this Contract.
- .9 Contractor shall maintain appropriate care for maintaining the integrity of the Entity network in the case that Contractor personnel have network access either local or remote. Entity information is privileged material and must be protected from loss disclosure and electronic penetration.
- .10 The Contractor is fully responsible to return:
 - (1) The ID badge of any individual employee, including Subcontractor personnel, who is removed for any reason including but not limited to illness, or dismissal;
 - (2) The ID badges of all Contractor employees, including Subcontractor personnel, whose performance under the contract is completed in advance of final contract job completion; and

- (3) All outstanding ID badges issued for the Contractor and its employees, including Subcontractor personnel, within 24 hours of on site contract job completion.
- .11 ID badges are to be hand delivered by the Contractor within 24 hours of any of the events listed under .10 to the COTR.

H.9 IDENTIFICATION BADGES

Each on-site Contractor employee, as well as key personnel shall have the appropriate Entity identification/access pass, if necessary. Entity procedures will be followed with regard to Contract employees. The Contractor will work with the COTR in obtaining identification/access passes, if necessary.

H.10 INCORPORATION OF CONTRACTOR'S PROPOSAL

The Entity hereby incorporates by reference Contractor's proposal submitted to the Entity as a part of this Contract.

H.11 ENTITY AND CONTRACTOR FURNISHED EQUIPMENT

.1 Definitions

- (1) Entity-furnished Equipment (EFE) - EFE is equipment in the possession of the Entity or directly acquired by an Entity, which is subsequently provided to the Contractor to use during the course of the contract.
- (2) Contractor-furnished-Equipment (CFE) - CFE is equipment acquired by a private procurement agent using Entity funds. CFE is acquired by or otherwise provided to a Contractor for performing a contract. The Entity has title to the said equipment.
- (3) Entity Equipment - Entity Equipment is all equipment owned by or leased to the Entity or acquired by the Entity under the terms of a contract. Entity Equipment includes both EFE and CFE.
- (4) Custodial Records - Custodial records are written or electronic memoranda of any kind used to control and track equipment.
- (5) Individual Item Record - An individual item record is a separate card, form, document or specific line(s) of computer data used to account for one item of equipment.
- (6) Inventory - When used as a verb, to inventory is to sight, tag or mark, describe, record and report the equipment involved, reconciling the inventory results with the equipment records.

.2 Contractor Responsibility

- (1) The Contractor shall be directly responsible and accountable for all Entity equipment. This includes Entity equipment in the possession or control of a Subcontractor. The Contractor shall establish and maintain a system to control, protect, preserve and maintain all Entity equipment. This equipment control system shall be written or maintained in electronic format unless the Contracting Officer determines that maintaining such a formal system is unnecessary. The system shall be reviewed and, if satisfactory, approved in writing by the Contracting Officer.
 - (a) All equipment which operates on electricity or natural gas must be Underwriter's Laboratory listed or Factory Mutual Association approved, or otherwise be rated for the appropriate use by a Nationally Recognized Testing Laboratory. Labeling of component parts does not constitute an overall approval of a piece of equipment.
 - (b) All equipment placed under hoods owned and operated by the AOC shall be placed properly and with the approval of the AOC Fire Marshal Division, or the Central Staff's or Capitol's Fire Protection Engineer.
 - (c) Any electrical equipment utilized in the vicinity of water or damp locations must be equipped with a Ground Fault Interrupter, or be plugged into a Ground Fault Interrupter Circuit.
 - (d) No equipment shall be used for any other purpose other than which it is designed and tested to be used for.
- (2) The Contractor shall maintain and make available the records for all Entity Equipment until relieved of that responsibility. The Contractor shall furnish all necessary data to substantiate any request for relief from responsibility.
- (3) The Contractor shall be responsible for the control of Entity Equipment upon:
 - (a) Delivery of Entity-furnished Equipment into its custody or control;
 - (b) Delivery when equipment is purchased by the Contractor and the contract calls for reimbursement by the Entity. (This requirement does not alter or modify contractual requirements relating to passage of title);
 - (c) Approval of its claim for reimbursement by the Entity or upon issuance for use in contract performance, whichever is earlier, of equipment withdrawn from Contractor-owned stores and charged directly to the contract;
 - (d) Acceptance of title by the Entity when title is acquired pursuant to specific contract clauses or as a result of change orders or contract termination; and
 - (e) Acceptance of title by the Entity when an item constructed or fabricated by the Contractor is completed.

- .3 The Contractor shall require Subcontractors provided Entity Equipment under the prime Contract to comply with the requirements of Section H. Procedures for assuring Subcontractor compliance shall be included in the Contractor's equipment control system.
- .4 Responsibility for Maintaining Records.
- (1) The Contractor shall maintain records for EFE and CFE which shall include but not be limited to:
 - (a) Maintaining the supporting documents required for the records;
 - (b) Preserving a proper audit trail on all equipment in their possession; and
 - (c) Ensuring that the status of the equipment in their possession is correctly specified.
 - (2) Equipment records must identify all Entity Equipment and provide a complete, current and auditable record of all transactions. The records shall be safeguarded from tampering or destruction. Records shall be accessible to the Contracting Officer.
 - (3) The Contractor's equipment control system shall contain a system or technique to locate any item of Entity Equipment within a reasonable period of time.
 - (4) The Contractor shall be required to place Entity Equipment tags that will be furnished by the Entity on all accountable CFE as soon as it is accepted for the Entity.
 - (5) The Contractor's equipment control records shall provide the following basic information for every item of Entity Equipment in the Contractor's possession, regardless of value.
 - (a) The name, description, and National Stock Number if furnished by the Entity or available in the equipment control system;
 - (b) The quantity received or fabricated, issued and on hand;
 - (c) The unit price and the unit of measure to include all costs required to place the item into service;
 - (d) The Contract number or equivalent code designation;
 - (e) The location;
 - (f) The disposition;
 - (g) The posting reference and date of transaction;
 - (h) The acquisition date; and
 - (i) The barcode tag number.

H.12 PROTECTION OF GOVERNMENT BUILDINGS, EQUIPMENT AND VEGETATION

The Contractor shall protect from damage all existing improvements and utilities (1) at or near

the work site, and (2) on adjacent property of a third party, the locations of which are made known to or should be known by the Contractor. The Contractor shall repair any damage to those facilities, including those that are the property of a third party, resulting from failure to comply with the requirements of this Contract or failure to exercise reasonable care in performing the work. If the Contractor fails or refuses to repair the damage promptly, the Contracting Officer may have the necessary work performed and charge the cost to the Contractor.

H.13 TRANSMISSION OF DRAWINGS/SPECIFICATIONS (AOC) (JUNE 2004)

Due to security issues, the Contractor is strictly prohibited from placing or transmitting drawings and specifications on the internet or modem without express permission from the Architect of the Capitol.

H.14 DELIVERY VEHICLE INSPECTION REQUIREMENTS (AOC) (SEP 2004)

- .1 All vehicles and contents used by the Contractor or his/her Subcontractors which enter or leave United States Government property during performance of work under this Contract will be subject to clearance, inspection and identification procedures conducted by the United States Capitol Police.
- .2 Mobile Vehicle and Cargo Inspection System (Mobile VACIS). All delivery vehicles carrying fuel, garbage or similar cargo that cannot be offloaded for inspection and security screening shall utilize the Mobile VACIS located at Third and Pennsylvania Avenue, NW, Washington, D.C., for inspection prior to making deliveries to any building within the Capitol Complex, including, but not limited to, the Capitol Building; the U.S. Botanic Garden; the Hart, Dirksen, and Russell Senate Office Buildings; the Rayburn, Longworth, Cannon, and Ford House Office Buildings; the Thomas Jefferson, John Adams, and James Madison Memorial Library of Congress buildings; the Capitol Power Plant; the Capitol Visitors Center; and the U.S. Supreme Court and Thurgood Marshall Federal Judiciary Buildings. These locations are subject to change at the discretion of the Entities.
 - (1) For deliveries requiring Mobile VACIS inspection, within seven calendar days or prior to the first delivery, the Contractor shall provide the following information to the U.S. Capitol Police:
 - (a) List of drivers;
 - (b) Date of birth for each driver;
 - (c) Social Security Number of each driver;
 - (d) Vehicle make;
 - (e) Vehicle model;
 - (f) License tag number and state where vehicle is licensed;
 - (g) Color of vehicle; and
 - (h) Contractor name, if shown on the vehicle.
 - (2) Information for deliveries made through the Mobile VACIS unit must be faxed to

(202) 228-4313. For verification of receipt, the Contractor may call (202) 224-9728.

- (3) Updates to the above information for Mobile VACIS deliveries must be sent to the U.S. Capitol Police throughout the period of performance of the contract.
- .3 40 P Street SE inspection facility - All other vehicles making deliveries to the above listed locations except for the Thomas Jefferson, John Adams, and James Madison Memorial Library of Congress buildings and the U.S. Supreme Court shall utilize the off-site inspection and screening facilities at 40 P Street, SE, in compliance with instructions as provided elsewhere in this Contract.

H.15 GOVERNMENT MANDATORY TRAINING

It may be required at certain times for Contractor employees to attend mandatory training (e.g. Quick Mask Hood Training) sponsored by the Government. The course cost per employee shall be borne by the Contractor.

H.16 GOVERNMENT FURNISHED SERVICES

- .1 The Government will provide the following necessary utilities and services: electricity, steam, heat, air conditioning, hot and cold running water, ventilation, pest control and trash/waste disposal. Established Government procedures and contracts are in place for recycling efforts. The Contractor shall comply with these procedures and coordinate recycling efforts with the appropriate Entity.
- .2 The Government will not guarantee the uninterrupted provision of utilities and services except to insure that all reasonable and diligent efforts will be pursued in restoring the service, when it is interrupted. The Government will not be liable for product or revenue loss which may result from interruptions or failure of the above services.
- .3 The Government will provide all illumination of the food service areas, including the replacement of light bulbs in all light fixtures requiring relamping.
- .4 See Operational Responsibility Matrix in Sections J.4.5, J.5.4, J.5.22, and J.6.4 for additional information.

END OF SECTION H

SECTION I

CONTRACT CLAUSES

Please Note: The clauses in Section I apply only to the Contract with the CVC. The House and Senate have specific contract clauses which are included in Sections J.2 and J.3 of this document.

I.1 ADVERTISING/PROMOTIONAL MATERIALS AOC52.203-1 (JUN 2004)

- .1 It is the policy of the Congress to discourage Contractors providing services and supplies to the Legislative Branch entities, including the Architect of the Capitol, from advertising practices that feature the Capitol and Capitol Complex in a manner in which conveys, or is reasonably calculated to convey, a false impression of sponsorship, approval or endorsement of any product or service by the Congress, the Government of the United States, or any Department, Agency or instrumentality thereof.
- .2 Contractors performing services for Legislative Branch entities, including the Architect of the Capitol, are discouraged from capitalizing on their contractual relationships with such entities and shall not engage in advertising practices which convey, or are reasonably calculated to convey, a false impression of sponsorship, approval or endorsement of any product or service by the Congress, the Government of the United States, of any Department, Agency or instrumentality thereof. This includes utilizing, in conjunction with the fact of their contractual relationship, images of the Capitol, any other buildings in the Capitol Complex, or any part of the United States Capitol Grounds in their advertising or promotional materials; and/or publishing or disseminating the aforementioned advertising or promotional materials.
- .3 The Contractor, by signing this Contract, agrees to comply with the foregoing and to submit any proposed advertising or promotional copy connected in any manner with this Contract and/or the Capitol, other Capitol Complex Buildings, or the United States Capitol Grounds to the Contracting Officer for approval prior to publication.

(End of clause)

I.2 DISCLOSURE OF INFORMATION TO THE GENERAL PUBLIC AOC52.203-2 (JUN 2004)

- .1 Promptly after receiving any request from the general public for information on or data derived from this Contract, the Contractor shall notify the Architect of the Capitol, Procurement Division. The Contractor shall cooperate with the Procurement Division in compiling or collecting information or data if the Architect of the Capitol determines the information or data to be releasable.
- .2 General public, for purposes of this clause, are those groups or individuals who are not authorized by law or regulation to have access.

- .3 This clause is not intended to prevent the Contractor from providing contract information or data which the Contractor is required to provide in order to conduct its business, such as insurance, banking, subcontracting.
- .4 The Contractor is permitted to request that proprietary information or data not be released if such release would harm or impair the Contractor in conducting its normal business. Such request must be documented with clear and specific grounds for that claim.

(End of clause)

I.3 RIGHT OF FIRST REFUSAL OF EMPLOYMENT (A0C) (NOV 2002)

- .1 The Contractor shall give Government employees who have been or will be adversely affected or separated as a result of award of this Contract the right of first refusal for employment openings under the contract in positions for which they are qualified, if that employment is consistent with post-Government employment conflict of interest standards.
- .2 Within ten calendar days after contract award, the Contracting Officer will provide to the Contractor a list of all Government employees who have been or will be adversely affected or separate as a result of award of this Contract.
- .3 The Contractor shall report to the Contracting Officer the names of individuals identified on the lists that are hired within ninety calendar days after contract performance begins. This report shall be forwarded within one hundred and twenty calendar days after contract performance begins.

(End of clause)

I.4 OPTION TO EXTEND THE TERM OF THE CONTRACT

- .1 The Government may extend the term of this Contract by written notice to the Contractor; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least 3 months before the contract expires. The preliminary notice does not commit the Government to an extension.
- .2 If the Government exercises this option, the extended contract shall be considered to include this option clause.
- .3 The total duration of this Contract, including the exercise of any options under this clause, shall not exceed 21 years.

(End of clause)

I.5 OFFICIALS NOT TO BENEFIT AOC52.203-3 (NOV 2004)

No Member of or Delegate to Congress or Resident Commissioner shall be admitted to any share or part of this Contract or to any benefit that may arise therefrom.

(End of clause)

I.6 DISSEMINATION OF CONTRACT INFORMATION AOC52.203-4 (NOV 2004)

Unless otherwise provided in this Contract, the Contractor shall not publish, permit to be published, or distribute for public consumption, any information, oral or written, concerning the results of, conclusions made pursuant to, or performance under this Contract without prior written consent of the Contracting Officer, until such time as the Government may have released such information to the public.

(End of clause)

I.7 CONFIDENTIALITY REQUIREMENT AOC52.203-5 (NOV 2004)

The Contractor agrees that any information supplied by the Architect to the Contractor shall be considered confidential and/or proprietary, and agrees to hold such information in confidence. The Contractor further agrees not to disclose such information to a third party without the prior written consent of the Architect.

(End of clause)

I.8 PRINTED OR COPIED DOUBLE-SIDED ON RECYCLED PAPER AOC52.204-1 (JUN 2004)

The Contractor is encouraged to submit paper documents, such as offers, letters, or reports that are printed or copied doubled-sided on recycled paper and meet minimum content standards when not using electronic commerce methods to submit information or data to the Government.

(End of clause)

I.9 EXAMINATION OF RECORDS AOC52.215-10 (JUN 2004)

.1 The Contractor agrees that the Architect of the Capitol or any duly authorized representatives shall, until the expiration of three years after final payment under this Contract, have access to and the right to examine any books, accounting procedures and practices documents, papers, records and other data regardless of whether such items are in written form, in the form of computer data or in any other form and other supporting evidence, involving transactions related to this Contract or compliance with any clause or certification thereunder.

.2 The Contractor further agrees to include in all its subcontracts hereunder a provision to

the effect that Subcontractor agrees that the Architect of the Capitol or any authorized representatives shall, until the expiration of three years after final payment under the subcontract, have access to and the right to examine books, documents, papers, records other data regardless of whether such items are in written form, in the form of computer data or in any other form, and other supporting evidence, involving transactions related to the subcontract or compliance with any clause or certification thereunder.

- .3 The term subcontract as used in this clause excludes purchase orders not exceeding \$10,000.

(End of clause)

I.10 UNDEFINITIZED CONTRACT ACTIONS AOC52.216-6 (MAR 2005)

- .1 In the event of an urgent situation, the services or supplies may be required on an emergency basis under an undefinitized contract action (emergency task/delivery order, contract modification, or letter contract). The undefinitized contract action may be either verbal, typed, or hand written, with the form of the undefinitized contract action dictated by the access the issuing Contracting Officer has to the AOC network or a computer. If issued verbally, the Contracting Officer shall provide a written confirming document to the location identified by the Contractor within five calendar days after issuance of the verbal undefinitized contract action. If an undefinitized contract action is issued under an existing contract, the terms and conditions of the contract shall be in effect and automatically incorporated by reference under any undefinitized contract action issued.
- .2 The scope of work as originally issued on the contract action will, of necessity, be somewhat broad and general in nature. It is to also be considered as a Notice to Proceed immediately with the work under the undefinitized contract action. An estimated amount for the work to be performed shall be obligated to ensure that reasonable funds are available for payment to the Contractor, and an estimated completion date shall be identified on the undefinitized contract action. If the Contractor believes the amount of funds obligated or time for completion as stated in the undefinitized contract action are unreasonable, within thirty calendar days after issuance of the written undefinitized contract action the Contractor is responsible for notifying the Contracting Officer of this and providing a suggested amount of funds for obligation or time for completion. In no instance shall the Contractor's suggested amount of funds for obligation or time for completion be considered as binding to the Contractor or the Government in future negotiations. The Government can elect to use the Contractor's suggested amount of funds or time for completion as an indication that some additional funds or time for completion may be required and obligated or adjusted, respectively, in order to ensure that reasonably adequate funds are available to pay the Contractor for services performed or that the completion time is reasonable.
- .3 Within a reasonable amount of time after the issuance of the undefinitized contract action but not later than an estimated 25% of the way through the completion of the work under the undefinitized contract action, an authorized representative of the Contractor must

meet, either in person or telephonically, with the Contracting Officer to further define the scope of work, negotiate the price, identify a final completion date, and address other activities necessary to definitize the undefinitized contract action. This estimated 25% shall use the best information reasonably available and be based upon (1) an estimate of the amount of work completed relative to the original general scope of work or (2) the amount of payments made relative to the original amount obligated.

- .4 Payments can be made from the original amount obligated, but the undefinitized contract action must be definitized before payments exceed 40% of funds originally obligated.
- .5 If communications are disrupted to the degree that it is necessary to communicate with the Contracting Officer at their residence or through other devices that do not utilize AOC-owned equipment, i.e., the Contracting Officer's residential telephone line, home address, etc., the Contractor shall treat the Contracting Officer's personal information as confidential and shall not divulge the information to any individual or organization, including but not limited to other AOC personnel, without the Contracting Officer's express written permission. If it becomes necessary for the Contracting Officer to communicate with the Contractor through means other than the Contractor's normal place of business, i.e., the Contractor's residential telephone line or home address, the Contracting Officer shall not divulge the information to any individual or organization, including but not limited to other AOC or Contractor personnel, without the Contractor's express written permission.
- .6 For the purposes of this clause, e-mail is considered express written permission.

(End of clause)

I.11 UTILIZATION OF SMALL BUSINESS CONCERNS AOC52.219-1 (AUG 2004)

- .1 It is the policy of the Government as declared by the Congress that a fair proportion of the purchases and contracts for supplies and services for the Government be placed with all types of small business concerns as determined by the size standards in 13 CFR 121.
- .2 The Contractor agrees to accomplish the maximum amount of subcontracting to all types of small business concerns that the Contractor finds to be consistent with the efficient performance of this Contract.

(End of clause)

I.12 STATEMENT OF EQUIVALENT RATES FOR FEDERAL HIRES FAR 52.222-42 (MAY 1989)

In compliance with the Service Contract Act of 1965, as amended, and the regulations of the Secretary of Labor (29 CFR Part 4), this clause identifies the classes of service employees expected to be employed under the contract and states the wages and fringe benefits payable to

each if they were employed by the contracting agency subject to the provisions of 5 U.S.C. 5341 or 5332.

*This Statement is for Information Only;
It is not a Wage Determination*

Employee Class	Monetary Wage - Fringe Benefits	
Food Service Worker (WG-2)	\$10.85/hr.	
1. FERS Benefit		\$1.74
2. Medicare		.16
3. Social Security		.67
4. Thrift Savings Plan		.54
5. Life		.05
6. Health		<u>.98</u>
TOTAL		\$14.99
Baker (WG-8)	\$19.09/hr.	
1. FERS Benefit		\$3.05
2. Medicare		.29
3. Social Security		1.18
4. Thrift Savings Plan		.95
5. Life		.10
6. Health		<u>1.72</u>
TOTAL		\$26.38
Cook I (WG-6)	\$16.42/hr.	
1. FERS Benefit		\$2.63
2. Medicare		.25
3. Social Security		1.02
4. Thrift Savings Plan		.82
5. Life		.08
6. Health		<u>1.48</u>
TOTAL		\$22.69
Cook II (WG-8)	\$19.09/hr.	
1. FERS Benefit		\$3.05
2. Medicare		.29
3. Social Security		1.18
4. Thrift Savings Plan		.95
5. Life		.10
6. Health		<u>1.72</u>
TOTAL		\$26.38
Dishwasher (WG-2)	\$10.85/hr.	
1. FERS Benefit		\$1.74

2. Medicare	.16
3. Social Security	.67
4. Thrift Savings Plan	.54
5. Life	.05
6. Health	<u>.98</u>
TOTAL	\$14.99

Cashier (GS-2)	\$10.01/hr.	
1. FERS Benefit		\$1.60
2. Medicare		.15
3. Social Security		.62
4. Thrift Savings Plan		.50
5. Life		.05
6. Health		<u>.90</u>
TOTAL		\$13.83

(End of clause)

I.13 CONVICT LABOR AOC52.222-3 (JUN 2004)

In connection with the performance of work under this Contract the Contractor agrees not to employ any person undergoing sentence of imprisonment except as provided by Public Law 89-176, approved September 10, 1965, 18 U.S.C. 4082(c)(2).

(End of clause)

I.14 OVERTIME WORK AOC52.222-4 (AUG 2004)

No extra reimbursement will be allowed for work performed outside regular working hours or on Saturdays, Sundays, or holidays and, for work performed in the District of Columbia, Presidential Inauguration Day, unless such work is authorized by the Contracting Officer; and provided such work is not otherwise required to be performed under the terms of the contract. If said authorization is verbal, with written verification thereof by signature of the Contracting Officer on the employee's weekly time record.

(End of clause)

I.15 COLLECTIVE BARGAINING AGREEMENTS AOC52.222-5 (JUN 2004)

The Contractor shall comply with the requirements of Paragraph 52.222-41(m), Service Contract Act of 1965, as amended, regarding collective bargaining agreements. The information required shall be FAXED to 202-225-3221 or hand carried to: Procurement Division, Room H2-263, Ford House Office Building, 2nd and "D" Streets, S.W., Washington, D.C. - 20515. The agreement can also be FEDEXed to the following address:

Architect of the Capitol
Procurement Division
Ford House Office Building
Attn: Christopher J. Blumberg
Room H2-263
Second and "D" Streets, S.W.
Washington, DC 20515

(End of clause)

**I.16 ACCIDENT PREVENTION AND SAFETY AND HEALTH PROGRAMS
AOC52.223-9 (SEP 2004)**

- .1 The Contractor shall comply with the safety and health standards published in 41 C.F.R. Part 50-205, including any matters incorporated by reference therein.
- .2 The Contractor shall also comply with the regulations issued by the Secretary of Labor pursuant to the Williams-Steiger Occupational Safety and Health Act of 1970, as set forth in Title 29 of the Code of Federal Regulations.
- .3 The Contractor shall bring to the attention of the Architect any work encountered that may involve entry into a suspected confined space as defined by OSHA. A determination will be made by the Architect, and if the area is deemed a permit required confined space, additional protective measures will be needed, per OSHA requirements.
- .4 In the event that conditions on the site pose an imminent danger or threat to the Contractors workers, the public, Government employees, other persons, or to Capitol complex structures and property of historical significance, the Contracting Officer can verbally order the Contractor to stop work operations in the specified area until said conditions are corrected to the Contracting Officers satisfaction. The Contracting Officer shall promptly issue a written order to stop the work to the Contractor formalizing the specifics of the verbal stop work order.
- .5 The Contractor shall not be entitled to any equitable adjustment of the contract price or extension of the performance schedule on any stop work order issued under this clause.

(End of clause)

**I.17 INSURANCE - WORK ON A GOVERNMENT INSTALLATION AOC52.228-2
(SEP 2004)**

- .1 The Contractor shall, at his/her own expense, provide and maintain during the entire performance of this Contract at least the kinds and minimum amounts of insurance as required in this clause.
- .2 Within twenty calendar days after the date of contract award or before commencing work

under this Contract, whichever is earlier, the Contractor shall notify the Contracting Officer in writing that the required insurance has been obtained. A Certificate of Insurance evidencing the Contractor's compliance with the requirements of this clause, identifying all policies of insurance and sureties proposed for the provision of liability coverage pertinent to the work of the instant contract, including the endorsement required in this paragraph, and manually countersigned by an authorized representative of the insurance company shall be submitted in accordance with the time frame stated in this paragraph. All policies for liability protection, bodily injury, or property damage shall include the United States of America, acting by and through the Architect of the Capitol, as an additional insured with respect to operations under this Contract. Each policy of insurance shall contain the following endorsement, which may be attached as a rider:

"It is understood and agreed that the Contractor's Insurance Company or surety shall notify the Architect of the Capitol, in writing, thirty calendar days in advance of the effective date of any reduction in or cancellation of this policy."

.3 Insurance and required minimum liability limits are:

- (1) Appropriate bodily injury and property damage liability insurance, with limits of not less than \$500,000 for each occurrence and \$2,000,000 for annual aggregate, including requirements for protection of hoisting and scaffolding operations, when applicable, and servicing areas adjacent to the building;
- (2) Automobile bodily injury liability insurance with limits of not less than \$200,000 for each person and \$500,000 for each accident, and property liability insurance, with a limit of not less than \$20,000 for each accident. A combined single limit for these coverages is acceptable; and/or
- (3) Workmen's compensation insurance as required by the laws of (1) the District of Columbia for work performed on a Government site located in the District of Columbia; (2) the State of Maryland for work performed on a Government site located in Maryland; or (3) the Commonwealth of Virginia for work performed on a Government site located in Virginia.

.4 The Contractor shall insert the substance of this clause, including this paragraph, in subcontracts under this Contract that require work on a Government installation, and shall require Subcontractors to provide and maintain the insurance required in this clause. The Contractor shall maintain a copy of all Subcontractors' proofs of required insurance, and shall make copies available to the Contracting Officer upon request.

(End of clause)

I.18 INDEMNIFICATION AND HOLD HARMLESS AGREEMENT AOC52.228-4 (JUN 2004)

The Contractor agrees to indemnify and hold the Government harmless against any and all

claims for damages to persons or property from any cause or causes whatsoever arising out of the performance of services covered by the Contract; including, but not limited to, errors, omissions or negligent acts of the Contractor, but excluding active negligence of the Government, and against any and all costs, expenses, attorney's fees, and liability incurred by the Government in defending against such claims, whether the same proceed to judgment or not. In the prosecution of any successful claim or suit by the Government for the enforcement of this Contract, the Contractor shall reimburse the Government for any reasonable attorney's fees and costs of claim or suit incurred by the Government.

(End of clause)

I.19 DISCOUNTS AOC52.232-7 (AUG 2004)

- .1 Discounts for prompt payment will not be considered in the evaluation of offers. However, any offered discount will form a part of the award, and will be taken if payment is made within the discount period indicated in the offer by the Offeror. As an alternative to offering a prompt payment discount in conjunction with the offer, Offerors awarded contracts may include prompt payment discounts on individual invoices.
- .2 In connection with any discount offered for prompt payment, time shall be computed from the date of the invoice. If the Contractor has not placed a date on the invoice, the due date shall be calculated from the date the designated billing office receives a proper invoice, provided the agency annotates such invoice with the date of receipt at the time of receipt. For the purpose of computing the discount earned, payment shall be considered to have been made on the date that appears on the payment check or, for an electronic funds transfer, the specified payment date. When the discount date falls on a Saturday, Sunday, or legal holiday and, for work performed in the District of Columbia, Presidential Inauguration Day, when Federal Government offices are closed and Government business is not expected to be conducted, payment may be made on the following business day.

(End of clause)

I.20 PAYMENT OF INTEREST ON CONTRACTOR CLAIMS AOC52.232-9 (JUN 2004)

- .1 If an appeal is filed by the Contractor from a final decision of the Contracting Officer under the Disputes paragraph of this Contract, denying a claim arising under the contract, simple interest on the amount of the claim finally determined owed by the Government shall be payable to the Contractor. Such interest shall be at the rate determined by the Secretary of the Treasury pursuant to Public Law 92-41, 85 Stat. 97, from the date the Contractor furnishes to the Contracting Officer his/her written appeal under the Disputes paragraph of this Contract, to the date of (1) a final judgment by a court of competent jurisdiction, or (2) mailing to the Contractor of a change order, or a supplemental agreement for execution either confirming completed negotiations between the parties or carrying out a decision of a contract appeals board.

- .2 Notwithstanding Paragraph .1 above, (1) interest shall be applied only from the date payment was due, if such date is later than the filing of appeal, and (2) interest shall not be paid for any period of time that the Contracting Officer determines the Contractor has unduly delayed in pursuing his/her remedies before a board of contract appeals or a court of competent jurisdiction.

(End of clause)

I.21 ASSIGNMENT - SUPPLEMENT AOC52.232-12 (MAR 2005)

Neither the contract nor any interest therein shall be assigned. However, moneys due or to become due under the contract may be assigned in accordance with the provisions of FAR clause 52.232-23 ASSIGNMENT OF CLAIMS.

(End of clause)

I.22 DISPUTES AOC52.233-1 (JUN 2004)

- .1 Except as otherwise provided in this Contract, any dispute concerning a question of fact arising under this Contract which is not disposed of by agreement shall be decided by the Contracting Officer, who shall reduce his decision to writing and mail or otherwise furnish a copy thereof to the Contractor. The decision of the Contracting Officer shall be final and conclusive unless, within thirty calendar days from the date of receipt of such copy, the Contractor mails or otherwise furnishes to the Contracting Officer a written appeal addressed to the head of the agency involved. The decision of the head of the agency or his/her duly authorized representative for the determination of such appeals shall be final and conclusive. This provision shall not be pleaded in any suit involving a question of fact arising under this Contract as limiting judicial review of any such decision to cases where fraud by such official or his/her representative or board is alleged; provided, however, that any such decision shall be final and conclusive unless the same is fraudulent or capricious or arbitrary or so grossly erroneous as necessarily to imply bad faith or is not supported by substantial evidence. In connection with any appeal proceeding under this paragraph, the Contractor shall be afforded an opportunity to be heard and to offer evidence in support of his appeal. Pending final decision of a dispute hereunder, the Contractor shall proceed diligently with the performance of the contract and in accordance with the Contracting Officer's decision.
- .2 This paragraph does not preclude consideration of questions of law in connection with decisions provided for in Paragraph .1 above. Nothing in this Contract, however, shall be construed as making final the decision of any administrative official, representative, or board on a question of law.

(End of clause)

I.23 CLAIMS FOR EQUITABLE ADJUSTMENTS - WAIVER AND RELEASE OF

CLAIMS AOC52.233-2 (JUN 2004)

- .1 Whenever the Contractor submits a claim for equitable adjustment under any paragraph of this Contract which provides for equitable adjustment of the contract, such claim shall include all types of adjustments in the total amounts to which the paragraph entitles the Contractor, including but not limited to adjustments arising out of delays or disruptions or both caused by such change. Except as the parties may otherwise expressly agree, the Contractor shall be deemed to have waived (1) any adjustments to which it otherwise might be entitled under the paragraph where such claims fail to request such adjustments, and (2) any increase in the amount of equitable adjustments additional to those requested in its claim.
- .2 Further, the Contractor agrees that, if required by the Contracting Officer, he will execute a release, in form and substance satisfactory to the Contracting Officer, as part of the supplemental agreement setting forth the aforesaid equitable adjustment, and that such release shall discharge the Government, its officers, agents and employees, from any further claims, including but not limited to further claims arising out of delays or disruptions or both, caused by the aforesaid change.

(End of clause)

I.24 DAMAGES FOR DELAY AOC52.233-4 (NOV 2004)

- .1 The Architect shall not be obligated or liable to the Contractor for, and the Contractor hereby expressly waives any claims against the Architect on account of, any damages, costs, or expenses, of any nature whatsoever, which the Contractor or his/her Subcontractors at any tier may incur as a result of delays, interferences, disruptions, suspensions, changes in sequence or the like arising from or out of any act or omission of the Architect, it being understood and agreed that the Contractor's sole and exclusive remedy in such event shall be an extension of the contract time, but only in accordance with the provisions of the contract documents.
- .2 To the extent that any other provision of this Contract is inconsistent with the provisions of this article such other sections will be superseded hereby with respect to the issue of delay damages.

(End of clause)

I.25 GOVERNMENT-FURNISHED PROPERTY AOC52.245-2 (NOV 2004)

- .1 For the purposes of this clause, Government-furnished Aproperty includes cell phones and telephones, personal digital assistants, computers (including laptops), electronic devices, services such as network access, tools, furnished space, storage, utilities, furnishings, equipment, and any other item or service provided by the AOC to the Contractor.

- .2 No AOC equipment or property can be provided under this Contract unless specifically negotiated as part of the award price. If, after contract award, it becomes necessary or advisable to issue AOC property to the Contractor, the contract price shall be reduced by a reasonable amount that reflects the price the Contractor would pay if providing the property.
- .3 The Contracting Officers Technical Representative (COTR) for this Contract is responsible for coordinating the issuance and return of Government-furnished property.
- .4 Any Government-furnished property provided to the Contractor for use during performance of this Contract shall be issued to the Contractor's representative and recorded on AOC Form 1423, AOC PROPERTY ISSUED TO CONTRACTORS. The Contractor's representative shall be responsible for the ensuring the proper care and use of the Government-furnished property, whether used by the Contractor representative or another Contractor employee. Government-furnished property provided by the AOC can be used only for the conduct of official business on behalf of the AOC. The Contractor is specifically prohibited from using AOC-furnished property for personal use or to conduct operations that benefit other Government agency contracts or other Contractor activities that do not directly support AOC contracts.
- .5 All information technology property that requires interface or connection to the AOC network must be provided by the AOC. The use of non-AOC IT property that requires interface or connection to the AOC network is strictly prohibited.
- .6 All Contractor employees who require access to the AOC network or who are issued a personal digital assistant must complete and sign the Non-disclosure Agreement for Contract Employees Conditional Access to Sensitive but Unclassified Information for The Architect of The Capitol before access will be granted. The COTR is responsible for providing the non-disclosure agreements to the AOC Office of Information Resources Management.
- .7 All Government-furnished property shall be returned by the Contractor to the COTR in the same condition as issued, with allowances for wear and tear that occurs with reasonable care and use. Failure to return Government-furnished property or the return of Government-furnished property that has not been properly maintained and used may result in a reduction to the contract price that reflects the market replacement value of the property or the market price to repair or restore the property to its condition when issued to the Contractor.

(End of clause)

I.26 WARRANTY OF SERVICES FAR 52.246-20 (MAY 2001)

- .1 Definition. "Acceptance", as used in this clause, means the act of an authorized representative of the Government by which the Government assumes for itself, or as an agent of another, ownership of existing and identified supplies, or approves specific

services, as partial or complete performance of the contract.

- .2 Notwithstanding inspection and acceptance by the Government or any provision concerning the conclusiveness thereof, the Contractor warrants that all services performed under this Contract will, at the time of acceptance, be free from defects in workmanship and conform to the requirements of this Contract. The Contracting Officer shall give written notice of any defect or nonconformance to the Contractor within thirty calendar days. This notice shall state either --
 - (1) That the Contractor shall correct or reperform any defective or nonconforming services; or
 - (2) That the Government does not require correction or reperformance.
- .3 If the Contractor is required to correct or reperform, it shall be at no cost to the Government, and any services corrected or reperformed by the Contractor shall be subject to this clause to the same extent as work initially performed. If the Contractor fails or refuses to correct or reperform, the Contracting Officer may, by contract or otherwise, correct or replace with similar services and charge to the Contractor the cost occasioned to the Government thereby, or make an equitable adjustment in the contract price.
- .4 If the Government does not require correction or reperformance, the Contracting Officer shall make an equitable adjustment in the contract price.

(End of clause)

I.27 BUY AMERICAN ACT - AOC SUPPLEMENT (AOC) (AUG 2004)

- .1 In addition to provisions of FAR 52.225-1, Buy American Act - Supplies, the General Provisions of the Legislative Branch Appropriations Act for the fiscal year ending September 30, 2005 provides in part, as follows:
 - (1) It is the sense of the Congress that, to the greatest extent practicable, all equipment and products purchased with funds made available in the Act should be American-made.
 - (2) In providing financial assistance to or entering into any contract with, any entity using funds made available in the Act, the head of each Federal Agency, to the greatest extent practicable, shall provide to such entity a notice describing the statement made in Paragraph .1(1) of this article by the Congress.

(End of clause)

I.28 HAZARDOUS MATERIAL IDENTIFICATION AND MATERIAL SAFETY DATA (JAN 1997) FAR 52.223-3

- .1 Hazardous material, as used in this clause, includes any material defined as hazardous under the latest version of Federal Standard No. 313 (including revisions adopted during the term of the contract).
- .2 The Contractor must list any hazardous material, as defined in paragraph .1 of this clause, to be delivered under this Contract. The hazardous material shall be properly identified and include any applicable identification number, such as National Stock Number or Special Item Number. This information shall also be included on the Material Safety Data Sheet (MSDS) submitted under this Contract.
- .3 This list must be updated during performance of the contract whenever the Contractor determines that any other material to be delivered under this Contract is hazardous.
- .4 The successful Contractor agrees to submit, for each item as required prior to award a Material Safety Data Sheet, meeting the requirement of 29 CFR 1910.1200(g) and the latest version of Federal Standard No. 313, for all hazardous material identified in paragraph .2 of this clause. Data shall be submitted in accordance with Federal Standard No. 313, whether or not the apparently successful Contractor is the actual manufacturer of these items. Failure to submit the MSDS prior to award may result in the apparently successful Contractor being considered non responsible and ineligible for award.
- .5 If, after award, there is a change in the composition of the items(s) or a revision to Federal Standard No. 313, which renders incomplete or inaccurate the data submitted under paragraph .4 of this clause, the Contractor shall promptly notify the Contracting Officer and resubmit the data.
- .6 Neither the requirements of this clause nor any act or failure to act by the Government shall relieve the Contractor of any responsibility or liability for the safety of Government, Contractor or Subcontractor personnel or property.
- .7 Nothing contained in this clause shall relieve the Contractor from complying with applicable Federal, State and local laws, codes, ordinances and regulations (including the obtaining of licenses and permits) in connection with hazardous material.
- .8 The Governments rights in data furnished under this Contract with respect to hazardous material are as follows:
 - (1) To use, duplicate and disclose any data to which this clause is applicable. The purposes of this right are to
 - (a) apprise personnel of the hazards to which they may be exposed in using, handling, packaging, transporting or disposing of hazardous materials;
 - (b) obtain medical treatment for those affected by the material; and

- (c) have others use, duplicate and disclose the data for the Government for these purposes.
- (2) To use, duplicate and disclose data furnished under this clause, in accordance with subparagraph .8(1) of this clause, in precedence over any other clause of this Contract providing for rights in data.
- (3) The Government is not precluded from using similar or identical data acquired from other sources.

ALTERNATE I (JULY 1995)

- .9 Except as provided in paragraph (1) and (2) below, the Contractor shall prepare and submit a sufficient number of MSDSs, meeting the requirements of 29 CFR 1910.1200(g) and the latest version of Federal Standard No. 313, for all hazardous materials identified in paragraph .2 of this clause.
 - (1) For items shipped to consignees, the Contractor shall include a copy of the MSDS with the packing list or other suitable shipping document which accompanies each shipment. Alternatively, the Contractor is permitted to transmit MSDS to consignees in advance of receipt of shipments by consignees, if authorized in writing by the Contracting Officer.
 - (2) For items shipped to consignees identified by mailing address as agency depots, distribution centers or customer supply centers, the Contractor shall provide one copy of the MSDS in or on each shipping container. If affixed to the outside of each container, the MSDSs must be placed in a weather resistant envelope.

I.29 UTILIZATION OF SMALL BUSINESS CONCERNS (AOC) (AUG 2004)

- .1 It is the policy of the Government as declared by the Congress that a fair proportion of the purchases and contracts for supplies and services for the Government be placed with all types of small business concerns as determined by the size standards in 13 CFR 121.
- .2 The Contractor agrees to accomplish the maximum amount of subcontracting to all types of small business concerns that the Contractor finds to be consistent with the efficient performance of this Contract.

I.30 GOVERNMENT OWNERSHIP OF DATA

- .1 All plans, designs, information and work products, regardless of form or the medium on which they may be recorded, related to planning and design activities for the Legislative Branch and the respective Agencies thereof participating in this Contract, as well as all other information pertinent to the Legislative Branch, its agencies, Agencies, or any of its elected members, officers and employees, which is developed or generated in any phase of this Contract, or any contract hereunder, hereinafter referred to as this "information",

shall be deemed to be the property of the Agency or Agencies to which it relates. All such information shall, to the extent practicable, be marked by the Contractor with the legend, "Property of the Legislative Branch Agency" to which it refers, and accorded the same degree of confidentiality and security with which the Contractor treats its own proprietary data and information.

- .2 The Contractor shall not use this information for purposes other than the performance of this Contract or any contract hereunder, nor shall the Contractor release, reproduce, distribute, publish or otherwise disclose any information produced in the performance of this Contract or any order hereunder, nor authorize others to do so without written permission of the Head of the Legislative Branch Agency or Agencies involved. In the event that access to or production of any documents, information or work products or any other materials or information pertinent to the performance of this Contract or any order hereunder is sought or subpoenaed by any person, court, commission or Agency, including, but not limited to, any agency or department of the U.S. Government, not a part to this Contract or any order hereunder, the Contractor shall decline to provide such access or to produce the information as requested and shall immediately refer the requesting party to the Committees and the Head of the Legislative Branch Agency affected by the request.

I.31 TAX EXEMPTION

Unless otherwise provided by statute, the AOC is exempt from all taxes, including any sales and use taxes.

I.32 CLAUSES INCORPORATED BY REFERENCE FAR 52.252-2 (FEB 1998)

This Contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these addresses: www.gsa.gov or www.govcon.com

CLAUSE TITLE	DATE	FAR NUMBER
GRATUITIES	APR 1984	52.203-3
COVENANT AGAINST CONTINGENT FEES	APR 1984	52.203-5
RESTRICTIONS ON SUBCONTRACTOR SALES TO THE GOVERNMENT	JUL 1995	52.203-6
AUDITS AND RECORDS - NEGOTIATED	JUN 1999	52.215-2
EQUAL OPPORTUNITY	APR 2002	52.222-26
EQUAL OPPORTUNITY FOR SPECIAL DISABLED VETERANS, VETERANS OF THE VIETNAM ERA AND OTHER ELIGIBLE VETERANS	DEC 2001	52.222-35
AFFIRMATIVE ACTION FOR WORKERS WITH DISABILITIES	JUN 1998	52.222-36

EMPLOYMENT REPORTS ON SPECIAL DISABLED VETERANS, VETERANS OF THE VIETNAM ERA, AND OTHER ELIGIBLE VETERANS	DEC 2001	52.222-37
SERVICE CONTRACT ACT OF 1965, AS AMENDED	MAY 1989	52.222-41
DRUG-FREE WORKPLACE	MAY 2001	52.223-6
BUY AMERICAN ACT - SUPPLIES	JUN 2003	52.225-1
FEDERAL, STATE AND LOCAL TAXES	APR 2003	52.229-3
EXTRAS	APR 1984	52.232-11
ASSIGNMENT OF CLAIMS	JAN 1986	52.232-23
PROTECTION OF GOVERNMENT BUILDINGS, EQUIPMENT, AND VEGETATION	APR 1984	52.237-2
BANKRUPTCY	JULY 1995	52.242-13
CHANGES--FIXED-PRICE	AUG 1987	52.243-1
w/ALTERNATE II	APR 1984	
PERMITS, AUTHORITIES, OR FRANCHISES	JAN 1997	52.247-2
TERMINATION FOR CONVENIENCE OF THE GOVERNMENT (FIXED-PRICE)	MAY 2004	52.249-2
DEFAULT (FIXED-PRICE SUPPLY AND SERVICE)	APR 1984	52.249-8

(End of clause)

END OF SECTION I

SECTION J

EXHIBITS

LIST OF ATTACHMENTS AND EXHIBITS

Please Note: Section J in its entirety will not be released at this time. Contractors who pass a pre-qualification as described in Sections L and M will be provided the remaining Section J documents. Sections J.1, J.2, and J.3 are being distributed as a part of the pre-qualification.

J.1 U.S. DEPARTMENT OF LABOR WAGE DETERMINATION 1994-2103 (REV. 32) DATED 05/23/2005

J.2 HOUSE CLAUSES

J.3 SENATE CLAUSES

J.4 CVC EXHIBITS

- .1 Building Floorplans
- .2 Servery Drawing
- .3 Catering/Events Spaces
- .4 Foodservice Equipment General Requirements
- .5 Operating Responsibility Summary Matrix

J.5 HOUSE EXHIBITS

- .1 Foodservice Space Layouts
- .2 Foodservice Photos
- .3 Foodservice Organization Chart
- .4 Operating Responsibility Summary Matrix
- .5 Operations and Statistical Summary of All Foodservices
- .6 Foodservice Daily Report
- .7 Sales History
- .8 Customer Count History
- .9 Menu Prices and Portions Price Increases
- .10 Menu Prices and Portions
- .11 Sample Intranet Menus
- .12 Vending Machine Types and Locations
- .13 Catering Menus and Pricing
- .14 First Call Special Events Procedure
- .15 Speaker of the House Special Events and Conditions for Use
- .16 Speaker of the House (Non-Exclusive) Catering Summary
- .17 Page Foodservice
- .18 Debitek Cards
- .19 Employee Labor Summary
- .20 Ford Building Foodservice Space Layout

- .21 Ford Building Foodservice Photos
- .22 Ford Building Operating Responsibility Summary Matrix
- .23 Ford Building Menus and Prices
- .24 Ford Employee Labor Summary

J.6 SENATE EXHIBITS

- .1 Foodservice Space Layouts
- .2 Foodservice Photos
- .3 Foodservice Organization Chart
- .4 Operating Responsibility Summary Matrix
- .5 Operations and Statistical Summary of All Services
- .6 Statement of Operations
- .7 Statement of Operations
- .8 GAO Financial Audits
- .9 Sales by Menus and Portions
- .10 Master Price List and Price Adjustments
- .11 Vending Machine Types and Locations
- .12 Catering Menus and Price List
- .13 Special Events Room Reservations Policies
- .14 Special Events Room Details
- .15 Page Foodservices
- .16 Employee Labor Summary

J.7 FINANCIAL SUBMITTAL FORMS

SECTION K

REPRESENTATIONS, CERTIFICATIONS, AND OTHER STATEMENTS OF CONTRACTORS

K.1 CERTIFICATE OF INDEPENDENT PRICE DETERMINATION FAR 52.203-2 (APR 1985)

.1 The Contractor certifies that:

- (1) The prices in this offer have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication or agreement with any other Contractor or competitor relating to (1) those prices, (2) the intention to submit an offer or (3) the methods or factors used to calculate the prices offered;
- (2) The prices in this offer have not been and will not be knowingly disclosed by the Contractor, directly or indirectly, to any other Contractor or competitor before bid opening (in the case of a sealed bid solicitation) or contract award (in the case of a negotiated solicitation) unless otherwise required by law; and
- (3) No attempt has been made or will be made by the Contractor to induce any other concern to submit or not to submit an offer for the purpose of restricting competition.

.2 Each signature on the offer is considered to be a certification by the signatory that the signatory:

- (1) Is the person in the Contractor's organization responsible for determining the prices being offered in this bid or proposal and has not participated and will not participate in any action contrary to the Paragraphs, above; or
- (2) Has been authorized, in writing, to act as agent for the following principals in certifying that those principals have not participated, and will not participate in any action contrary to the Paragraphs above.

(insert full name of person(s) in the Contractor's organization responsible for determining the prices offered in this bid or proposal and the title of his or her position in the Contractor's organization);

- (3) As an authorized agent certifies that the principals named in Paragraph K.1.2(2) above have not participated and will not participate, in any action contrary to Paragraphs K.1.1(1) through K.1.1(3), above; and
- (4) As an agent has not personally participated and will not participate in any action contrary to Paragraphs K.1.1(1) through K.1.1(3), above.

- .3 If the Contractor deletes or modifies Paragraph K.1(2), above, the Contractor must furnish with its offer a signed statement setting forth in detail the circumstances of the disclosure.

K.2 TAXPAYER IDENTIFICATION FAR 52.204-3 (OCT 1998)

.1 Definitions

- (1) "Common parent," as used in this provision, means that corporate entity that owns or controls an affiliated group of corporations that files its Federal income tax returns on a consolidated basis, and of which the Contractor is a member.
- (2) "Taxpayer Identification Number (TIN)," as used in this provision, means the number required by the Internal Revenue Service (IRS) to be used by the Contractor in reporting income tax and other returns. The TIN may be either a Social Security Number or an Employer Identification Number.

- .2 All Contractors must submit the information required in Paragraphs 2.4 through 2.6 of this provision to comply with debt collection requirements of 31 U.S.C. 7701(c) and 3325(d), reporting requirements of 26 U.S.C. 6041, 6041A, and 6050M, and implementing regulations issued by the IRS. If the resulting contract is subject to the payment reporting requirements described in Federal Acquisition Regulation (FAR) 4.904, the failure or refusal by the Contractor to furnish the information may result in a 31 percent reduction of payments otherwise due under the contract.

- .3 The TIN may be used by the Government to collect and report on any delinquent amounts arising out of the Contractor's relationship with the Government (31 U.S.C. 7701(c)(3)). If the resulting contract is subject to the payment reporting requirements described in FAR 4.904, the TIN provided hereunder may be matched with IRS records to verify the accuracy of the Contractor's TIN.

.4 Taxpayer Identification Number (TIN)

_____ TIN: _____.

_____ TIN has been applied for.

_____ TIN is not required because:

_____ Contractor is a nonresident alien, foreign corporation or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the United States and does not have an office or place of business or a fiscal paying agent in the United States.

_____ Contractor is an agency or instrumentality of a Federal government.

_____ Other: State basis: _____

.5 Type of organization

_____ Sole proprietorship

_____ Partnership

_____ Corporate entity (not tax-exempt)

_____ Corporate entity (tax-exempt)

_____ Government entity (Federal, State, or local)

_____ Foreign government

_____ International organization per 26 CFR 1.6049-4

_____ Other _____

.6 Common Parent

_____ Contractor is not owned or controlled by a common parent as defined in Paragraph K.1(1) of this provision.

_____ Name and TIN of common parent:

Name _____

TIN _____

K.3 CERTIFICATION REGARDING DEBARMENT, SUSPENSION, PROPOSED DEBARMENT, AND OTHER RESPONSIBILITY MATTERS (AOC) (OCT 1999)

.1 The Contractor certifies, to the best of its knowledge and belief that:

(1) The Contractor and/or any of its Principals:

- (a) Are () are not () presently debarred, suspended, proposed for debarment or declared ineligible for the award of contracts by any Federal agency;
- (b) Have () have not (), within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain or performing a public (Federal, state or local) contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement,

theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion or receiving stolen property; and

- (c) Are () are not () presently indicted for or otherwise criminally or civilly charged by a governmental entity with commission of any of the offenses enumerated in Paragraph 3.1.1.2 of this provision.

- (2) The Contractor has () has not (), within a three-year period preceding this offer, had one or more contracts terminated for default by any Federal agency.

- (3) “Principals,” for the purposes of this certification, means officers, directors, owners, partners and persons having primary management or supervisory responsibilities within a business entity (e.g., general manager; plan manager; head of a subsidiary, division or business segment and similar positions).

.2 This Certification Concerns a Matter Within the Jurisdiction of an Agency of the United States and the Making of a False, Fictitious or Fraudulent Certification May Render the Maker Subject to Prosecution Under Section 1001, Title 18, United States Code.

.3 The Contractor shall provide immediate written notice to the Contracting Officer if, at any time prior to contract award, the Contractor learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

.4 A certification that any of the items in Paragraph 3.1 of this provision exists will not necessarily result in withholding of an award under this solicitation. However, the certification will be considered in connection with a determination of the Contractor’s responsibility. Failure of the Contractor to furnish a certification or provide such additional information as requested by the Contracting Officer may render the Contractor nonresponsible.

.5 Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by Paragraph 3.1 of this provision. The knowledge and information of a Contractor is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

.6 The certification in Paragraph 3.1 of this provision is a material representation of fact upon which reliance was placed when making award. If it is later determined that the Contractor knowingly rendered an erroneous certification, in addition to other remedies available to the Government, the Contracting Officer may terminate the contract resulting from this solicitation for default.

K.4 DATA UNIVERSAL NUMBERING SYSTEM (DUNS) NUMBER (AOC) (OCT 2000)

.1 The Contractor shall enter, in the space provided below, the DUNS number that identifies the Contractor’s name and address exactly as stated in the offer. The DUNS number is a

nine-digit number assigned by Dun and Bradstreet Information Services.

- .2 If the Contractor does not have a DUNS number, it should contact Dun and Bradstreet directly to obtain one. A DUNS number will be provided immediately by telephone at no charge to the Contractor. For information on obtaining a DUNS number, the Contractor, if located within the United States, should call Dun and Bradstreet at 1-800-333-0505. The Contractor should be prepared to provide the following information:

- (1) Company name;
- (2) Company address;
- (3) Company telephone number;
- (4) Line of business;
- (5) Chief executive officer/key manager;
- (6) Date the company was started;
- (7) Number of people employed by the company; and
- (8) Company affiliation.

- .3 Contractors located outside the United States may obtain the location and phone number of the local Dun and Bradstreet Information Services office from the Internet home page at <http://www.customerservice@dnb.com>. If a Contractor is unable to locate a local service center, it may send an e-mail to Dun and Bradstreet at globalinfo@mail.dnb.com.

- .4 Enter DUNS number:_____.

K.5 BUY AMERICAN CERTIFICATE (AOC) (JUL 2003)

- .1 The bidder certifies that each end product, except those listed below, is a domestic end product (as defined in the article entitled "BUY AMERICAN - SUPPLIES" in Section I), and that components of unknown origin are considered to have been mined, produced, or manufactured outside the United States. The Contractor shall list as foreign end products those end products manufactured in the United States that do not qualify as domestic end products. The terms "component", "domestic end product", "end product", "foreign end product", and "United States" are defined in the clause of this solicitation entitled "Buy American Act - Supplies".

Foreign End Products	Country of Origin
1. _____	_____
2. _____	_____
3. _____	_____
4. _____	_____
(List as Necessary)	

K.6 AUTHORIZED NEGOTIATORS

The Contractor represents that following persons are authorized to negotiate on its behalf with the Government in connection with this Request for Proposal:

_____ Name	_____ Title
_____ Telephone	_____ E-mail

_____ Name	_____ Title
_____ Telephone	_____ E-mail

_____ Name	_____ Title
_____ Telephone	_____ E-mail

END OF SECTION K

SECTION L

INSTRUCTIONS, CONDITIONS AND NOTICES

L.1 SOLICITATION DEFINITIONS

- .1 “Minimum & Pre-Qualification Requirements,” please note there are minimum capitalization and experience qualifications in order to participate and be considered for this business opportunity. Please refer to the “Evaluation Criteria” in this RFP document for additional details. Section J in its entirety will NOT be released at this time. Contractors who pass a pre-qualification will be provided the remaining Section J documents.
- .2 “Proposal Modification” is a change made to a proposal before the solicitation’s closing date and time, a change made in response to an amendment, or a change made to correct a mistake at any time before award.
- .3 “Proposal Revision” is a change to a proposal made after the solicitation closing date, at the request of or as allowed by a Contracting Officer as the result of negotiations.
- .4 “Time”, if stated as a number of days, is calculated using calendar days, unless otherwise specified, and will include Saturdays, Sundays and legal holidays. However, if the last day falls on a Saturday, Sunday or legal holiday, then the period shall include the next working day.

L.2 SITE VISIT (AOC) (NOV 2002)

Prospective Contractors that attend the Pre-Proposal Meeting may have one return site visit to view front and back of house at any or all facilities covered under this RFP. Appointments for return site visits will be made by contacting Christopher J. Blumberg, Deputy Director, AOC Procurement Division at 202-226-2557 at least seven calendar days before the proposed onsite visit. All return visits will be scheduled on December 19th and 20th. Two firms will not be scheduled at the same time. All facilities, with the exception of the House Members’ Dining Room and Senate Dining Room, are open to the public during regular business hours for front-of-house viewing.

L.3 GENERAL INFORMATION (AOC) (MAY 2003)

- .1 Contractors are expected to examine the entire solicitation and all instructions. Failure to do so will be at the Contractor’s risk. Each Contractor shall furnish the information required by the solicitation. The Contractor will be held responsible for full knowledge of all information contained therein.
- .2 Contractors, including Subcontractors if permitted under this solicitation, shall be individuals, partnerships or corporations who are regularly engaged in the business covered by these specifications; who have established a satisfactory record in the past for

performance of contracts of similar character and extent; and who maintain a regular workforce skilled in the performance of the work the Contractor undertakes to perform upon submission of its proposal. Contractors shall be qualified, competent and amply able to finance and perform the work in a proper and satisfactory manner.

L.4 INTERPRETATIONS (AOC) (SEP 1999)

Prospective Contractors shall request from the Contracting Officer in writing, via FAX or e-mail, any interpretation or correction of any ambiguity, inconsistency or error in the Contract documents which they may discover or which should have been discovered by a reasonably prudent Contractor. Any questions regarding this solicitation shall be directed to the attention of: Christopher J. Blumberg, Deputy Director, AOC Procurement Division at least twenty one calendar days prior to the date specified for receipt of proposals. Written requests shall be transmitted via e-mail to cblumber@aoc.gov or via facsimile to (202) 225-3221. Any interpretations or corrections, as well as any additional modifications the Contracting Officer may desire to include, will be in the form of written amendments which will be sent on the same date to all Contractors and shall become a part of the Contract. The Contracting Officer reserves the right to answer only those questions that, in his opinion, have a definite bearing upon the proposals to be submitted. Contractors shall acknowledge in Block 12 of the form entitled, "SOLICITATION, OFFER AND AWARD," the receipt of all amendments. Requests for oral interpretations or any other interpretations not made by amendments will not be accepted, and any information that may possibly be gained by Contractors in that manner is gratuitous and not binding.

Inquiries on all matters regarding the Request for Proposal process and matters requiring further clarification concerning the contents of this Request for Proposal should be in writing, addressed to the undersigned and sent via facsimile or email:

Inquiry to: Christopher J. Blumberg

Via Email: cblumber@aoc.gov
Via Fax: 202-225-3221
Voice: 202-226-2557
Mail: Architect of the Capitol
Procurement Division
Ford House Office Building
Attn: Christopher J. Blumberg
Room H2-263 (Bid Room)
Second and "D" Streets, S.W.
Washington, D.C. 20515

Schedule for receipt of inquiries:

Written questions to be answered at the pre-proposal meeting on December 13th-14th, consecutively numbered 1, through..., should be faxed or e-mailed to Christopher J. Blumberg at 202-225-3221 by December 2nd.

Questions will be accepted at the December 13th-14th meeting. Answers to all questions submitted by December 2nd will be provided at the pre-proposal meeting. Written questions with responses will form a solicitation amendment and be posted electronically to www.aoc.gov/business/procure-ops.cfm. Questions arising after the pre-proposal meeting will be accepted in writing, via facsimile or email until 5:00 p.m., Friday, January 6, 2006. Responses to these questions will form a solicitation amendment and be posted electronically to www.aoc.gov/business/procure-ops.cfm. It is the responsibility of the Contractor to monitor www.aoc.gov/business/procure-ops.cfm for amendments to this solicitation.

L.5 PREPARATION OF OFFERS (AOC) (NOV 2002)

- .1 Contractors are expected to examine the drawings, specifications, schedule, and all instructions. Failure to do so will be at the Contractor's risk.
- .2 Each Contractor shall furnish the information required by the solicitation. The Contractors shall sign the offer on Page 1 (SOLICITATION, OFFER AND AWARD) in Block 15 and return this solicitation package in its entirety. Erasures or other changes must be initialed by the person signing the offer. Offers signed by an agent shall be accompanied by evidence of that agent's authority, unless that evidence has been previously furnished to the issuing office.
- .3 Offers for supplies or services other than those specified will not be considered unless authorized by the solicitation.
- .4 The Contractor shall identify in the proposal any Government Furnished Property (i.e. Information Technology equipment) that will be required during the contract period or if access is required to the AOC network during this period.

L.6 AMENDMENTS TO SOLICITATION (AOC) (NOV 2002)

- .1 If this solicitation is amended, all terms and conditions that are not modified remain unchanged.
- .2 Contractors shall acknowledge receipt of any amendment to this solicitation by:
 - (1) Signing and returning the amendment;
 - (2) Identifying the amendment number and date in the space provided for this purpose on the form for submitting a offer; OR
 - (3) Letter or telegram.
- .3 The Government must receive the acknowledgment by the time and at the place specified for receipt of offers.

L.7 SUBMISSION OF OFFERS (AOC) (JUL 2003)

- .1 Offers and modifications thereof shall be enclosed, in the quantities specified elsewhere in this solicitation, in sealed envelopes addressed to:
Architect of the Capitol
Procurement Division
Ford House Office Building
Attn: Christopher J. Blumberg
Room H2-263 (Bid Room)
Second and "D" Streets, S.W.
Washington, D.C. 20515

Telegraphic or facsimile offers and modifications will not be considered. Current security requirements established by the U.S. Capitol Police to screen mail being delivered to the Capitol Complex of buildings preclude the use of U. S. Postal Service by Contractors to deliver their proposals submitted in response to this solicitation. In addition, because all packages must be screened for security purposes at a central location prior to their delivery, the Architect of the Capitol cannot accept packages containing offers hand carried directly to the Bid Room address within the Ford House Office Building or any other location in the Capitol Complex of buildings.

- .2 Due to these unusual circumstances, the only acceptable method by which Contractors can deliver their response to this solicitation shall be via Federal Express (FEDEX) or United Parcel Service (UPS). Hand carried offers and modifications will be rejected. Contractors are advised when sending proposals via FEDEX or UPS, not to use same day delivery. FEDEX/UPS often subcontract out the delivery for same-day service. It is necessary for delivery personnel to arrive in a FEDEX/UPS truck and be in a uniform recognized as FEDEX/UPS at the delivery point. Contractors are encouraged to determine who will be making the delivery when making arrangements with FEDEX/UPS.
- .3 To assist in tracking of offers, Contractors are requested to fax a copy of their signed "Solicitation, Offer and Award" form as well as copies of their FEDEX or UPS receipt to Christopher J. Blumberg (see contact information above) at the time of issuance of their proposal.
- .4 All materials must be in 8.5 inches wide by 11 inches high format, with graphic exhibits up to 11 inches by 17 inches format folded to fit within one or more 8.5 inches by 11 inches three-ring binder(s). Submit eight original and four black and white complete photocopies. A CD of the complete submission package should be included with each copy. Each original proposal should have an original signed cover letter as discussed below.
- .5 Sections L.10 and L.11 provide format and quantities submission information.

L.8 SUBMISSION, MODIFICATION, REVISION, AND WITHDRAWAL OF OFFERS (AOC) (JULY 2003)

- .1 Contractors are responsible for submitting proposals and any modifications or revisions so as to reach the Government office designated in the solicitation by the time specified in the solicitation. If no time is specified in the solicitation, the time for receipt is 4:30 p.m. local time, for the designated Government office on the date that the proposal or revision is due.
- .2 Any proposal, modification or revision received at the Government office designated in the solicitation after the exact time specified for receipt of offers is “late” and will not be considered unless it is received before award is made, the Contracting Officer determines that accepting the late offer would no unduly delay the acquisition, and:
 - (1) If it was transmitted through an electronic commerce method authorized by the solicitation, it was received at the initial point of entry to the Government infrastructure not later than 5:00 p.m. one working day prior to the date specified for receipt of proposals;
 - (2) There is acceptable evidence to establish that it was received at the Government installation designated for receipt of proposals and was under the Government’s control prior to the time set for receipt of proposals; or
 - (3) It is the only proposal received.
- .3 However, a late modification of an otherwise successful proposal that makes its terms more favorable to the Government will be considered at any time it is received and may be accepted.
- .4 Acceptable evidence to establish the date of receipt at the Government installation includes the time/date stamp of that installation on the offer wrapper, other documentary evidence of receipt maintained by the installation or oral testimony or statements of Government personnel.
- .5 If an emergency or unanticipated event interrupts normal Government processes so that offers cannot be received at the Government office designated for receipt of proposals by the exact time specified in the solicitation and urgent Government requirements preclude amendment of the solicitation, the time specified for receipt of proposals will be deemed to be extended to the same time of day specified in the solicitation on the first work day on which normal Government processes resume.
- .6 Proposals may be withdrawn by written notice received at any time before award. Proposals may be withdrawn in person by a Contractor or an authorized representative if the identity of the person requesting withdrawal is established and the person signs a receipt for the proposal before award.

L.9 REQUEST FOR PROPOSAL INFORMATION

.1 Food Service Goals

The AOC is interested in receiving proposals from foodservice Contractors that are well established, financially sound, experienced, flexible and are capable of developing a creative and innovative proposal to operate the foodservices at the Capitol. Contractors must demonstrate their ability to provide high quality food and service, on a daily and consistent basis, as well as a variety of menus and pricing that will appeal to a cross-section of users. Proposals are welcome from local, regional and national foodservice Contractors and caterers that can demonstrate the ability and flexibility to meet or exceed the Entities' foodservice related goals. Responses that include strategic business alliances between high quality foodservice Contractors and caterers are also welcome provided such alliances, arrangements or partnerships result in one proposal for a contract between the business alliance and the appropriate Entity. Each Entity will enter into only one contract for foodservice and related services. The Entities seek a foodservice Contractor that will understand and appreciate the U.S. Capitol's distinctive values and will work in supporting the Entity's respective mission, purpose and growth in future years. The foodservice goals for the Entities participating in this Contract are as follows:

- (1) The visitors' experience with foodservice should be commensurate with their overall experience at the Capitol. The thoughtful stewardship, good taste and simple elegance in execution, so evident in the overall experience of a visit to the Capitol or working on Capitol Hill, should be carried through in all of its foodservices.
- (2) The Entities are careful to prevent anything that would detract from visitor's and staff's experience in the U.S. Capitol, and the same should be true of its foodservices. There should be no glitches in the dining experience, in the quality of the food, service, speed of service, atmosphere, comfort or perceptions of value. There should be, in all the foodservices, a wonderful and exciting experience that fulfills visitor and staff expectations with respect to food quality, attentive service, ambience, comfort and value.
- (3) The foodservices and related services should be a destination of choice at prices that are competitive with other similar public building, museum and cultural institution restaurants and cafeterias in the Washington, D.C. area.
- (4) Profitability from foodservices should be optimized to enable the Contractor to make a profit and the Entities to receive a return substantial enough to defray day-to-day out-of-pocket costs that are absorbed for items such as maintenance, utilities, etc.
- (5) Entities will seek a qualified, experienced, financially sound Contractor that will meet or exceed everyone's expectations in all operational, financial and service areas.

This Request for Proposal is intended to provide all Contractors with sufficient information to enable them to prepare and submit offers for consideration by the Entities. This request does not obligate the Entities to procure or contract for services or supplies, and it shall not be construed as authorization to proceed with or be reimbursed for any of the costs of the work specified herein. The statistical information provided in this document is provided as a frame of reference and not presented as a guarantee of future performance by the foodservice Contractor. All statistical or informational data presented herein may not be 100 percent accurate.

The proposal terms and conditions submitted by prospective Contractors shall be valid for a period up to 12 months from the receipt of offers as specified in Section L.11.1.

.2 Timeline (for informational purposes only)

October 21, 2005	Pre-Qualification Information due from Contractors
November 14	Pre-Qualified Contractors identified.
	Access to remaining Section J documents
December 2	Written questions to be answered at Pre-Proposal Meeting due
December 13, 14	Mandatory Pre-Proposal Meeting at Capitol Hill
December 19, 20	Optional return site visits
January 6	Last day to receive additional questions
January 20	Response to questions emailed/to Contractors on this date
February 10	Proposals due
February 11- March 17	Evaluation and notification to finalists
March 28-30	Finalist oral presentations
March 31–May 5	Evaluation process continues
May 8	Finalist Selection
June 5	Contract(s) Executed

* Critical dates are highlighted in bold face.

L.10 PRE-QUALIFICATION PROPOSAL FORMAT

- .1 Pre-qualification proposals are due to the location identified in L.7 by October 21, 2005, 4:30 PM Eastern Time.
- .2 All materials must be in 8.5 inches wide by 11 inches high format, with graphic exhibits up to 11 inches by 17 inches format folded to fit within one or more 8.5 inches by 11 inches three-ring binder(s). Submit eight original and four black and white complete photocopies. A CD of the complete submission package should be included with each copy. Each original proposal should have an original signed cover letter as discussed below.
- .3 Include a cover letter addressed to Christopher J. Blumberg (see complete contact

information in L.7). The cover letter should indicate that the Contractor has read the Request for Proposal and understands that this is a Pre-Qualification Proposal submission. This cover letter shall be signed by a company officer/owner who is authorized to bind the company to all commitments made in the proposal.

- .4 Provide a Table of Contents reflecting Sections A and B. The Table of Contents and all pages shall be numbered. In addition, the Representations and Certifications of Section K of the RFP, with applicable information included in the spaces provided must be included at the end of PROPOSAL Section A.
- .5 PROPOSAL SECTION A -- Company Information and Ability to Finance
 - (1) Describe company ownership structure, (i.e., a corporation, general partnership, limited partnership, where incorporated, limited liability partnership, proprietorship, joint venture, limited liability company) names of officers and partners, stockholders, etc. and tax status of your entity.
 - (2) Complete address of office that is responsible for Capitol Hill services including telephone, fax, email and web site.
 - (3) Number of years in business.
 - (4) The size of your company including annual sales, number of operating units, number of employees and geographic areas in which you operate.
 - (5) Description of services your firm provides (i.e., restaurants, catering, convenience stores, cafeterias, alcoholic beverages, etc.) and the types of venues/locations to which you provide services.
 - (6) If privately owned, include three years audited financial statements and balance sheets as prepared by an outside public accounting firm. Note: tax returns and other financial information from private companies may be requested at a later date. If a public company, include your company's most recent annual report.
 - (7) Provide documentation in support of your ability to provide the capital investment you are proposing in the financial submittal section of this RFP. To this end, your company must demonstrate and verify its ability and commitment to provide adequate funding including documented access to at least \$ five million (\$1.4 million each for the House, Senate and CVC, \$800,000 for the Ford House Office Building), not including proposed remodeling and/or capital investment required for the CVC server equipment and/or to any of the other facilities if part of your proposal.
 - (8) Indication of any current or contemplated merger or acquisition of your company with another, and if such activity is underway or contemplated, provide information as to the potential affect of such action on the individual operations

and/or contractual negotiations.

- (9) Provide a list of at least five vendors used by your company (name, contact name, telephone and complete address), the name of your primary business bank including contact name, address and telephone information and confirmation that you have notified your bank, in writing with authorization to provide the information as part of the credit-check.
- (10) Provide copies of any written credit ratings within the last 3 months.

.6 PROPOSAL SECTION B -- Clients/Other Foodservice/Restaurant Operations

- (1) List at least three client operations most similar to the services you are proposing at Capitol Hill. Include the following for each similar current client: physical size, annual sales, customer counts, style of service and contractual terms.

For example, you should provide three similar client operations where your total contract responsibility for one client campus includes as many of the following service categories as possible:

- (a) Restaurant/Dining Room (comparable to the Member Dining Rooms)
- (b) Cafeterias/Food Court (large)
- (c) Cafés/Delis
- (d) Coffee Shops (like Starbucks)
- (e) Convenience Stores
- (f) Catering (variety of service levels and menus)
- (g) Vending Machines

For each of the three similar clients, provide a) through i) below, where possible:

It is understood that all of the requested information below is confidential and some of the information may not be able to be included because of your client contractual relationship. When you can not provide requested information due to client confidentiality requirements so state in your response:

- (a) Description/narrative of overall operation.
- (b) Name, address, phone and fax number of client contact.
- (c) Date of contract initiation.
- (d) Indication of whether you opened the operation new or assumed the operation from another Contractor.
- (e) Indication of the amount of capital investment you made, if applicable.
- (f) Indication of annual sales, by department, customer counts, annual visitors to the client location and number of staff employed by client.
- (g) Indication of how many on-site general managers you have had at each location during your tenure.
- (h) Indication if the account has gone out to bid during your tenure and/or is

- currently out to bid (if currently out to bid, explain the circumstances).
- (i) If your client, in a written form, evaluates your company's performance, please provide a copy of the results.
- (2) List of any other client locations that will provide an indication of your ability to perform services similar to those you are proposing. Include as much of the information requested in letters (a) through (i), above, as possible for each client listed.
 - (3) Provide a list of all similar (as described above) operations that you have opened 'new', not assumed when already operating in a public building location that are similar to the CVC location. Include the name of the location and as much of the information detailed in number one, a) through i) above as possible. Indicate if you are still operating these facilities and if not still operating, indicate why.
 - (4) Identify two to three client locations, located closest to Capitol Hill, most similar to the services proposed in your response to this RFP, preferably within the Mid-Atlantic/Northeast area.
 - (5) List all client locations your company has opened/assumed operation of since January 2004. Include the name(s), address, phone and fax number of the client to contact at each location.
 - (6) List all client accounts that your company opened and closed or lost within 12 months of starting the contract in the United States. Include the name(s), address, phone and fax number of the client to contact at each location.

Note: If your company operates (or did operate) under more than one company name, please be certain to include the "exact company name" you operated under for (1) through (6), above.

L.11 PROPOSAL FORMAT

- .1 NOTICE: Only Contractors who have met the Pre-Qualification requirements will be required to submit the following proposal sections. Proposals are due to the location identified in L.7 by February 10, 2006, 4:30 PM Eastern Time.
- .2 All materials must be in 8.5 inches wide by 11 inches high format, with graphic exhibits up to 11 inches by 17 inches format folded to fit within one or more 8.5 inches by 11 inches three-ring binder(s). Submit eight original and four black and white complete photocopies. A CD of the complete submission package should be included with each copy. Each original proposal should have an original signed cover letter as discussed below.
- .3 Include a cover letter addressed to Christopher J. Blumberg (see complete mailing instructions in Section L.7). The cover letter should indicate that the Contractor has read

the Request for Proposal, attended the Pre-Proposal Meeting, toured the premises and is in agreement with all the terms and conditions outlined in this document. This cover letter shall be signed by a company officer/owner who is authorized to bind the company to all commitments made in the proposal.

.4 Table of Contents & Page Numbers

- (1) Submit the SOLICITATION, OFFER AND AWARD Form (original signature required in Block 15).
- (2) Provide a Table of Contents reflecting Sections PROPOSAL SECTIONS C and D and sub-sections as follows. The Table of Contents and all pages should be numbered.
- (3) PROPOSAL SECTION C should be divided as follows:
 - (a) Capitol Visitor Center
 - (b) U.S. House of Representatives
 - (c) U.S. Senate

Each section of PROPOSAL SECTION C should then be subdivided with responses provided for each individual point of sale (restaurant, cafeteria, convenience store, etc.) in the same order detailed in Section L.11.8 (3) of the RFP.

- .5 Following the Table of Contents, and preceding PROPOSAL SECTION C, provide a comprehensive Executive Summary of your entire proposal in a bullet-point format. The Executive Summary should provide condensed highlights of your proposal in sufficient detail for the reader to fully understand the scope and intent of your proposal.
- .6 For PROPOSAL SECTIONS C & D be certain that you include a response for each section and sub-section, even if the response is “not applicable” or “does not apply” to your proposal.
- .7 Include any material (i.e. training manuals, check lists, etc.) that directly relates to your proposal at the end of PROPOSAL SECTION C.
- .8 PROPOSAL SECTION C - Operational Plan and Proposed Services:

The plan should include, but is not limited to, the following elements:

- Concept and operating description
- Creativity and imagination in all areas
- Renovation and capital investment where needed
- Organizational structure in support of specific needs
- Menus, products, portions, merchandise and services to be offered
- Price schedules and pricing policies

- Transition strategy
- Employee staffing and training plans
- Experience of proposed onsite management
- Customer service
- Alignment to the Entities' needs and goals
- Marketing, promotion and advertising strategies
- Environmental awareness, conservation and recycling

When responding to the following points please note:

- (1) Your proposal should be based on starting services as follows (realizing that this timing is subject to change):

June 2006	Contract Award (s)
Fall 2006	CVC Foodservice Begins
Winter 2007	House New Foodservice Begins
Winter 2007	Senate New Foodservice Begins

- (2) Note: If your company is proposing renovations provide proposal(s) for the Senate and House services 'As-Is' and with 'Renovations.' If your company is not proposing renovations and capital expenditures for renovations, then no response is requested other than your written indication that you are only proposing 'As-Is' services. Further, if you are proposing to renovate one (1) facility in the House or Senate sides, then your response(s) should only include the facilities where your firm has proposed renovations. The definition of 'renovation' includes physical, permanent improvements to equipment and facilities and does not include cosmetic improvements that can easily be installed and removed.

- (3) PROPOSAL SECTION C of your proposal should have sub-sections as follows.

- (a) Capitol Visitor Center
 - 1) Restaurant
 - 2) Catering
- (b) U.S. Senate As-Is
 - 1) Capitol Carry Out
 - 2) Catering Services
 - 3) Dirksen North Served
 - 4) Dirksen South Buffet
 - 5) Dirksen South Convenience Store
 - 6) Senate Dining Room
 - 7) The Hart Senate Chef
 - 8) Vending Machines

- (c) U.S. Senate Proposed with Renovations
 - 1) Capitol Carry Out
 - 2) Catering Services
 - 3) Dirksen North Serverly
 - 4) Dirksen South Buffet
 - 5) Dirksen South Convenience Store
 - 6) Senate Dining Room
 - 7) The Hart Senate Chef
 - 8) Vending Machines

- (d) U.S. House of Representatives As-Is
 - 1) Catering Services
 - 2) Cannon Carryout
 - 3) Capitol Carryout
 - 4) Capitol Scoops
 - 5) Ford Cafeteria
 - 6) Ford Carryout
 - 7) Longworth Convenience Store
 - 8) Longworth Food Court
 - 9) Members' Dining Room
 - 10) Rayburn Cafeteria
 - 11) Rayburn Deli
 - 12) Vending Machines

- (e) U.S. House of Representatives with Renovations
 - 1) Catering Services
 - 2) Cannon Carryout
 - 3) Capitol Carryout
 - 4) Capitol Scoops
 - 5) Ford Cafeteria
 - 6) Ford Carryout
 - 7) Longworth Convenience Store
 - 8) Longworth Food Court
 - 9) Members' Dining Room
 - 10) Rayburn Cafeteria
 - 11) Rayburn Deli
 - 12) Vending Machines

- (4) When responding to each section, respond to each of the points listed below in each main category of foodservice, convenience store, vending machine, etc. Under 'As-Is' be sure to respond completely for all points of sale covered in your proposal. Under 'Renovation', include only the points of sale where you are proposing renovations.

- (5) All pricing (menus, vending machine and convenience store) requested is based on 2006 dollars with the assumption that pricing will not increase more than

normal cost of living increases between the date of your proposal submission and the start date of the respective contract.

(6) Foodservice Locations

- (a) Include proposed name of location if different than current.
- (b) Provide detailed written description of the proposed concept and operation for all day operations (breakfast, lunch and dinner).
- (c) Provide sample menus, prices and portions for breakfast, lunch, beverages, desserts and snacks, dinner, etc.). Menus should be complete and representative of all proposed food and beverage items (it is not necessary to provide cyclical or multi-week menus, unless such submission best represents your proposed operation). Include Children's Menus and with appropriate portions and price points. Pricing to be based on two options: (1) Current menu prices for like items/portions, and (2) Retail (comparable to similar public buildings and foodservice operations in Washington, D.C. serving similar customer demographics). Use the forms in Section J.7. Indicate if the (1) and (2) menu prices will be the actual menu prices when you start service or if the pricing is subject to change between the time of your proposal submission and the actual service start date. If the pricing is subject to change, indicate specific calculation for any such changes. See Section C.2.1 (3) and C.3.1 (3) for additional details.
- (d) Indicate your ability to provide menus, promotional material, etc. that the Entities can put on the Intranet for staff use.
- (e) Confirm that you will operate the services on the same days and hours currently published. If you are proposing extended hours of operation, this can be discussed and presented but should not be the basis of your proposal at this time.
- (f) Saturday and/or Sunday Operations occur rarely in the House and Senate. State your proposed policy if the Senate and/or House ask(s) your company to open one or more points of sale on a Saturday, Sunday or Federal Holiday. Detail the proposed financial arrangements if different than what is proposed in response to PROPOSAL SECTION D.
- (g) If you are proposing different financial arrangements for the House Members' Dining Room or Senate Dining Room, include the specifics of 'only' your financial proposal in response to this item.
- (h) Confirm that you will comply with the 'Displaced Workers ordinance: DC Stat 32-101 et seq' and the Collective Bargaining Agreement currently in place for the House.

- (i) Indicate whether your employees will or will not be covered under a collective bargaining agreement.
- (j) Describe your company's policy as it relates to incumbent foodservice worker retention after compliance requirements with the Displaced Worker's Ordinance for the House.
- (k) Describe any branded programs your company proposes to use, for example, pizza, coffee, bakery products, etc; indicate any in-house or proprietary branded programs that your company anticipates using.
- (l) Describe food preparation methods, for example, on-site cooking with fresh ingredients, off-site preparation, etc.
- (m) Describe plan for providing a clean dining room.
- (n) Provide proposed staffing plan including job descriptions, daily hours and pay levels. Include a full description of employee benefit package.
- (o) Describe orientation and training provided for your staff and your company's standards and requirements for attire, grooming and handling of customers.
- (p) Describe any proposed cosmetic changes, including merchandising, marketing, point of purchase displays, uniforms, etc. and include the total capital cost your company will be allocating for each point of sale facility. This does not include major renovations.
- (q) Confirm your agreement to continue the Debitex card policy or similar program, which is currently in place for House. Participants receive a 10 percent discount when loading cash value onto the cards. Indicate how your company will handle this policy, where cards can be purchased, Intranet applications and any suggested enhancements in the Entities. Include the impact of Debitex card usage in your financial submittals in Section J.7.
- (r) Indicate whether your company would propose the use of bank debit cards, credit cards, etc. at any of the points of sale; submit your proposal being sure to indicate, if used in a cafeteria, for example, how you would present a slow-down in customer service through the POS systems.
- (s) For the CVC only, provide design and equipment recommendations for changes to equipment provided in the original design of CVC server (behind the serving line) and layout by including a plan that works within the existing walls and utility connections that will provide optimum

service for CVC visitors. Include detailed plans, sketches, renderings, etc. indicating your proposed equipment design in support of your proposed menu, concept and services. Include a detailed budget of total costs to modify the servery and including a confirmation that your company is contributing the capital investment required over and above CVC's contribution of \$286,000.

- (t) For renovation only, to any points of sale as detailed on the preceding pages, include detailed plans/layouts and sketches/renderings; provide detailed capital costs your company will pay for and plumbing, electrical, etc. costs, if any, you expect to be paid by the Entity. Briefly discuss the benefits of your proposed renovation such as increased customer count, average check, speed of service, variety, etc. Include an estimated timeline indicating how long it will take to complete. Indicate which services will continue to be available during the renovation and if the facility needs to be closed, temporary services you propose during this period. Include a detailed budget of total costs to complete your proposed renovation and confirmation that your company is providing the capital investment.

(7) Catering and Special Event Services

- (a) Confirm your understanding and acceptance of exclusive catering with possible exceptions.
- (b) Describe proposed on-site catering operations and service for:
 - 1) Breakfast, lunch and dinner meetings;
 - 2) Receptions;
 - 3) Food delivery to offices;
 - 4) Tour groups; and
 - 5) School groups.
- (c) Describe on-site management staffing for catering operations and sales.
- (d) Provide sample catering menus and prices including services charges for breakfast, lunch and dinner meetings, receptions and formal sit-down dinner events. Catering menu samples should include both custom catering and conference and meeting menus with prices for breakfast, lunch and breaks on a drop-off basis with disposable ware and no staffing, and with a pick up from the catering kitchen.

Include all terms and conditions applicable to the catering services, not just menu prices. Terms and conditions include but are not limited to minimums, taxes and gratuities, service charges, labor/staff rates/charges, corkage charges, cancellation provisions, etc. Indicate if the menu prices

will be the actual menu prices when you start service or if the pricing is subject to change between the time of your proposal submission and the actual service start date. If the pricing is subject to change, indicate the specific calculation for any such changes.

- (e) Describe your company's ability to provide menus and related information to put on Intranet for both informational and ordering purposes.
- (f) Describe your proposed method of billing for catering services, payment terms, discounts, if any, etc.
- (g) Describe the use and availability of local off-site kitchen support, if any. Include the address of the offsite kitchen support and indicate if it is owned by your company or by one of your clients. If client-owned, indicate that your client has approved the use of the kitchen.
- (h) Describe the source and training of staff for large catered events.
- (i) If the Entities wanted your company to provide water service for all meeting rooms, indicate how you would set this up, manage it and the associated cost.

If the Entities wanted your company to provide labor to set up a room prior to a catering event and take down the room after a catering event, indicate how you would manage it and the associated costs

State your in-house capabilities to provide simple, low budget meetings to fancy, high budget/high profile functions, basic meals to intricate receptions, specific ethnic catering such as strictly Kosher, Indian or other cuisine, small and large groups, etc. For the Senate only, state your capability to provide silver service for catered events.

- (j) If any part of catering will be provided through a Subcontractor, provide the name(s) of the firm(s) you will use, address, etc. and describe the role your company will play (operationally and financially).

(8) Convenience Store

- (a) Provide proposed name of store if different than the current name.
- (b) Provide a detailed written description of the proposed merchandising concept for the store, including illustrative sketches, renderings and/or floor plans.
- (c) Provide a list of product categories for the store, with projected percentage of each category's sales to the store's overall annual gross sale and a

complete list of merchandise and products proposed to be sold within each category, including selling price.

- (d) Provide pricing based on two options: (1) current prices for like items, and, (2) retail price comparable to similar institutions in Washington, D.C. serving similar customer demographics. Indicate if the (1) and (2) prices will be the actual prices when you start service or if the pricing is subject to change between the time of your proposal submission and the actual service start date. If the pricing is subject to change, indicate the specific calculation for any such changes. Use forms provided in Section J.7.
- (e) Confirm that you will maintain the current hours of operation. If extended hours are proposed they can be discussed but proposal must be based on current days and hours of operation.
- (f) Provide proposed staffing plan including job descriptions, daily hours and pay levels.
- (g) Describe orientation and training provided for your staff and your company's standards and requirements for attire, grooming and handling of customers.
- (h) If you will be renovating the shop(s) provide a detailed plan, sketches, renderings, etc. and confirm that your company will make the required capital investment for the fixtures, point of sale equipment and interior finishing that is required consistent with the appropriate guidelines. Provide a complete breakdown of the capital investment.
- (i) Describe any techniques you plan to employ to make the shopping experience positive and meaningful for the visitor.
- (j) Confirm your agreement to continue the Debitex card policy or similar program, which is currently in place for House. Participants receive a 10 percent discount when loading cash value onto the cards. Indicate how your company will handle this policy, where cards can be purchased, Intranet applications and any suggested enhancements in the Entities.
- (k) Indicate whether your company would propose the use of bank debit cards, credit cards, etc. at any of the points of sale; submit your proposal being sure to indicate, if used in a cafeteria, for example, how this would not slow customer service through the POS systems.

(9) Vending Machines

In Section J.7 are forms to complete with product selection, pricing and commission structure. Note that your proposal must be submitted 'As-Is' based

on the current number, type of machines, locations, portions, etc. The submittal forms 'Proposed' under the Renovation sections of the House and Senate are also included where you can provide suggested changes/modifications to the 'As Is' conditions. There is no requirement to submit the 'Proposed', only the 'As Is'. Provide the following:

- (a) Description of the equipment, products and variety based on 'As Is' conditions:
 - 1) Provide equipment brochures. It is preferred that all equipment be factory new. All equipment must comply with all applicable regulations covering health, sanitation and safety, including NSF and NAMA.
 - 2) If used equipment is proposed quantify the financial benefits and describe of the age and condition of the proposed equipment. If used, the maximum age permitted is five years and all machines must have new coin/bill mechanisms.
 - 3) List all menu items, prices and portion sizes vended in machines. Pricing to be provided as follows: current equipment, pricing and portions, and Contractor proposed equipment, pricing and portions. Use forms in J.7 to respond to this item.
 - 4) Machine capacity by product category (i.e., total cans, candy, gum, etc.)
 - 5) Provide any proposed pricing changes to the current pricing.
 - 6) Confirm bill acceptor on all machines.
 - 7) Confirm debit or credit card capability to tie in to Debitex or similar program available elsewhere for other points of sale.
 - 8) Provide machine color/fronts if available.
 - 9) Provide a separate color rendering/sketch area in each building, if applicable.
- (b) Indicate on-site service frequency Monday through Friday; number of days per week and describe schedule of refilling the vending machines
- (c) Describe the method for handling customer refunds on same day or within 24 hours.
- (d) Provide guaranteed response times when called for repair or service.

- (e) Describe your policy and practices regarding date-stamping perishable food items and method of rotation.
- (f) Describe policy and procedures regarding employee training and uniforms.
- (g) Describe policy and procedures regarding equipment sanitation and preventative maintenance.
- (h) Describe service vehicles used by your company, whether or not they are refrigerated and the method and equipment used to transport perishable food.
- (i) If any of the food items to be served/sold in your proposal are manufactured by your company and/or using your own commissary, provide information about which items are included. Indicate that the commissary (whether your own or are a Subcontractor) is licensed and in full compliance with all local, State and Federal Health Department codes and regulations covering such food storage and preparation. Include the address of the commissary that can be visited and a copy of the health department permit for this commissary.
- (j) Describe the policy for replacing vending machines through normal wear and tear and how many years before your company replaces machines with new ones and/or to reflect improved and updated technology.
- (k) If your company is subcontracting this service to another firm and/or division of your company provide complete information about that company including name, address and contact information for the key contact at the company/division. Besides indicating the commissions being paid to the Entities, provide complete details about your financial relationship and the business terms of the financial and contractual relationship between your company and your vending machine division or Subcontractor.
- (l) Describe the accounting procedures and cash/inventory control to assure detailed accountability.
- (m) Indicate that prices will be fixed for at least the first 12 months of the contract term and that price adjustments after this period will be subject to prior written approval, with at least thirty calendar days notice. Indicate that the Entities may accept or reject price increases and if price increases are rejected, consider commission adjustment to mitigate Contractor's financial hardship. Indicate if the prices will be the actual prices when you start service or if the pricing is subject to change between the time of

your proposal submission and the actual service start date. If the pricing is subject to change, indicate the specific calculation for any such changes.

- (n) If you propose any changes to the 'As-Is' conditions, equipment quantity and type, location of machines, products, prices and/or portions, include a detailed proposal that addresses (a) through (m) above and a matrix of all House and/or Senate locations with 'As-Is' and your 'Proposed' changes, clearly indicating where changes are proposed. This matrix should include all vending machine locations, number and type of equipment at each location and any/all pricing and other changes.
- (o) Provide a financial and/or operational explanation for any proposed changes detailed in (n) above.

(10) Alcoholic Beverage Services

- (a) Provide a description of your company's policies and staff training procedures related to responsible alcoholic beverage service and sales.
- (b) Indicate if you or your company has ever been involved in litigation related to the service, sale or consumption of alcoholic beverages, and if it has, provide complete details.
- (c) Indicate if your company has had an alcoholic beverage license suspended or revoked within the past five years and if it has, describe the circumstances and what action your company took to prevent reoccurrence.

(11) Exclusive Rights

- (a) Confirm that you agree that if the Entities negotiate any exclusive rights agreements with food and/or beverage manufacturers/distributors the Contractor is required to use the contract, products and services covered under such agreement, but shall not incur any financial hardship.

(12) On-site Management and Organization

- (a) Provide an organization chart of on-site management structure covering all services provided by your company at Capitol Hill. **IMPORTANT NOTE: THERE ARE THREE DISTINCT CLIENT ENTITIES COVERED UNDER THIS RFP. THESE ENTITIES ARE THE U.S. HOUSE OF REPRESENTATIVES, THE U.S. SENATE AND THE CAPITOL VISITOR CENTER THAT WILL BE MANAGED SEPARATELY. IF YOUR COMPANY IS AWARDED A CONTRACT FOR ALL SERVICES, YOUR COMPANY WILL BE REPORTING TO THREE DISTINCTLY SEPARATE ENTITIES AND THEIR LIAISONS.**

THIS ORGANIZATION CHART NEEDS TO CLEARLY AND DISTINCTLY SET FORTH HOW YOUR COMPANY WILL MANAGE AND SUPPORT, ADMINISTRATIVELY AND CORPORATELY, THESE SERVICES AND ENTITIES AND HOW YOUR COMPANY WILL BE ABLE TO BE RESPONSIBLE TO THE UNIQUE INDIVIDUAL NEEDS OF EACH ENTITY/BUSINESS UNIT.

- (b) The Entities realize that the Contractor will be selected about 6 months before actual onsite pre-opening work will be started as the CVC opening is anticipated in the fall of 2006. It might be difficult for a Contractor to identify a specific management team for this Contract six plus months before opening. Provide resumes of the prospective on-site management team including catering and culinary for at least the CVC if not all positions including the House and Senate. Resume content should include, but not limited to: work history, skills and experience, educational background, and certifications. While it is understood that some of the individuals proposed may change, the individuals included in your proposal should be (1) currently available, interested, experienced and fully capable and (2) individuals that indicate your company's depth and ability to provide highly qualified and experienced senior management for on-site resident positions that closely match the operating criteria. For the Senate only, confirm that you will retain the current Senate Dining Room Executive Chef with his/her existing scope of responsibilities.
- (c) Identify any consultants or non-employees that your company will use on an on-going basis that are not full-time, regular employees.

(13) Other Information

- (a) Submit an implementation/start-up schedule and action plan indicating the steps required from the date of award of the contract through and including the first ninety calendar days of operation. Provide the names, titles and roles of all individuals that will represent your company during the transition period. Use the following schedule as the basis of this implementation/start-up plan noting that the timeline is subject to change in all areas:

June 2006	Contract Award(s)
Fall 2006	CVC Foodservice Begins
Winter 2007	House New Foodservice Begins
Winter 2007	Senate New Foodservice Begins

Provide a complete description of the company resources that will be in support of the Capitol Hill operations, i.e., company representatives above and beyond the resident general manager. Provide the names, titles and

responsibilities of each of these individuals. Indicate the level and frequency of interaction these individuals will have with the CVC, House and Senate representatives and the accessibility of these individuals to the individual Entity representatives.

- (b) If your company will use a central commissary, distribution facility or kitchen for prepared, perishable, non-perishable, fresh or frozen food stuffs and/or non-consumable supplies, provide details as to what will be provided by your commissary, distribution facility and/or off-site kitchen, frequency, purpose. Indicate that it is licensed and approved by the appropriate local and State governmental agencies. Provide the address of the facility.
- (c) Provide a manual covering cleaning and sanitation practices and policies including HACCP. Describe procedures for internally monitoring compliance of these policies and procedures.
- (d) Generally describe your company's commitment to resource conservation measures that you will use at the Capitol foodservices. Include methods such as source reduction, reuse, recycling and composting. Also address topics such as food waste or leftovers, cardboard, mixed paper, plastics and conservation of energy and water.
- (e) Describe all training practices that will be applied to operations. A training manual is not necessary, however, a summary statement demonstrating examples of training for management and hourly staff at and for Capitol Hill operations will suffice. Please include attendance at two-hour orientation for all Capitol Hill staff. Staff labor will be at Contractor cost and expense.
- (f) Describe plans for loss of revenue due to building closure unforeseen security issues. Provide specific financial details and operational information that would be included in the contract.
- (g) Provide details of your approach, including samples, to customer service standards, customer service programs covering its entire foodservice, convenience store, catering and other services on Capitol Hill, approach to accountability for service delivery standards, and financial incentives, if applicable to your proposal. The forms and techniques (i.e., automated, written, intercepts, focus groups, etc.) will be subject to prior review and approval by the individual Entity. Describe how you will provide the results from these activities at least monthly to the Entities.
- (h) Health Department Compliance: Provide details, if any, if any Health Department has ever closed any of your foodservice operations, suspended a license to operate or ordered you or your company to a hearing due to

any non-compliance issues in the all regions of the U.S.

- (i) For the Senate only, propose your fee structure for administration and coordination associated with maintaining Senate Restaurant employees who transition to the Contractor at their current wages and benefits.

.9 PROPOSAL SECTION D -- Financial Proposal and Projections:

(1) Respond to the following:

- (a) Provide a detailed description of proposed commission to the Entities based on a percentage of total Gross Revenues, based on volume of sales, separately by sales department. The goal is to receive the highest possible percentage commission, commensurate with your proposal and related financial, operational, discount and service considerations to, at a minimum, help offset costs of repairs, maintenance, utilities, etc.
- (b) Provide your financial projections using the Excel spreadsheets provided in Section J.7. Do not change or alter the spreadsheets.
- (c) Complete the Sales, Staffing, Commissions and Capital Investment Worksheets applicable to your proposal located in Section J.7.
- (d) Complete menu, convenience store and vending machine prices in the Excel spreadsheet(s) located in Section J.7 with the items and prices you are proposing for these areas. Be sure to list your menu items under the main heading categories on the spreadsheet. These lists should include at least 90 percent of the items that your company will be offering for sale. Selling prices should not include sales tax.
- (e) Submit verification that your proposed capital investment is approved.

L.12 ORAL PRESENTATIONS OF PROPOSALS

The Entities (evaluation committee) will receive oral presentations, tentatively scheduled for March 28th through 30th, 2006 with companies that are considered within the Competitive Range. Any Contractor that submits a proposal should tentatively block the Oral Presentation dates. The Competitive Range will be announced on or about March 17th, 2006. Date and time of the oral presentations, approximately three hours each, will be assigned by the Entities. Oral Presentations/Interviews will consist of presentation of Contractor's overall plan to provide foodservice and may include tastings of proposed menu items.

L.13 RELEASE OF CONTRACTOR CONFIDENTIAL BUSINESS INFORMATION

- .1 The Entities may find it necessary to release information submitted by the Contractor either in response to this solicitation or pursuant to the provisions of a contract executed

at a later date, to individuals employed as consultants and/or staff. Business information that is ordinarily entitled to confidential treatment may be included in the information released to these individuals. Accordingly, by submission of a bid or proposal or signature on the resulting contract, the Contractor hereby consents to such limited release of its Confidential Business Information (CBI).

- .2 Possible circumstances where the Entities may release the Contractor's CBI include, but are not limited to the following:
 - (1) To the staff, consultants or attorneys tasked with assisting in the technical evaluation of the RFP, conducting pre-award surveys, and the review of pricing and technical data supporting contract modifications and task orders;
 - (2) To the staff, consultants or attorneys tasked with processing information and documents in the administration of the individual contracts, such as reviewing technical submittals and invoices;
 - (3) To Entities such as the CVC, House, and Senate counsel, the Government Accountability Office and the Courts in the resolution of solicitation or contract protests and disputes; and
 - (4) To the staff or consultants engaged in financial or operational audits, information system analysis, development, operation and maintenance, including performing data processing management functions.

L.14 RELEASE AND USE OF GOVERNMENT PROVIDED INFORMATION

The Contractor shall secure the prior written approval from the appropriate Entity before any specifications, records, drawings, data or other information relating to the contract are released to anyone other than the Contractor's directors, officers, employees, accountants, attorneys, or to those of Contractor's subcontractors or partners requiring the information for the performance of their duties under the specific scope of the subcontract involved.

L.15 TYPE OF CONTRACT

- .1 The Government anticipates to award up to three separate contracts from this solicitation for services detailed in Section C for three distinct and separate clients or Entities on Capitol Hill. At a minimum, the Government will award a contract that covers the CVC restaurant and catering services.
- .2 Contracts awarded will be established as commission-paid. The Contractor will retain operating profit less an agreed upon commission payable to the relevant Entity and be wholly responsible for 100 percent of the operating loss (if any). The Entities are not interested in entering into a "profit-sharing" or "loss sharing" arrangement whereby the Entity would share equally, or on a percentage basis, in the operating profit or loss and will rate proposals offering these arrangements in accordance with Section M.3.2. The

goal is for each Entity to receive the highest possible percentage commission, commensurate with the proposal which is incorporated into and made a part of this Contract, and related financial, operational, discount and service considerations.

L.16 DISPOSITION OF PROPOSALS NOT SELECTED

After a Contractor has been selected, one copy of each unsuccessful proposal will be retained by the issuing office and the remainder will be destroyed. No destruction certificate will be furnished.

END OF SECTION L

SECTION M

EVALUATION FACTORS FOR AWARD

M.1 EVALUATION PROCESS

- .1 The Entities will conduct a preliminary evaluation of all proposals submitted on a timely basis to determine compliance with RFP requirements and mandatory document submissions.
- .2 After the above review, Entities reserve the right to ask Offerors for additional information to clarify a proposal submission.
- .3 The Entities will evaluate proposals for Pre-Qualification in accordance with Section M.2 “PRE-QUALIFICATION EVALUATION PROCESS” below.
- .4 Based on the Pre-Qualification evaluations, Offerors determined to be in the competitive range will be invited to submit a proposal in accordance with Section L.11 “PROPOSAL FORMAT.”
- .5 The Entities will evaluate proposals, provided in response to Section L.11, in accordance with Section M.3 PROPOSAL EVALUATION.
- .6 Based on the Proposal evaluations, Offerors still determined to be in the competitive range will be invited to orally present their proposals and have a question and answer session. Questions may be submitted to Offerors before the meeting. See Section L.12 for Oral Presentation information.
- .7 The Entities will only evaluate those proposals from prospective Offerors covering all services detailed in this RFP. Proposals for services for one or more Entity, but not all the services will be deemed unacceptable and will not be evaluated by the Entities.
- .8 At any time during the evaluation process related to this RFP, the House or Senate may withdraw its services from consideration for contract award. After an Entity has withdrawn from participation, those parts of the Offeror’s proposals referring to the Entity will no longer be evaluated. Complete details about existing House and Senate operations and services, to the extent available, are contained in Sections C and J of this RFP document.
- .9 The Entities intend to evaluate proposals and award a contract(s) after conducting discussions with Offerors whose proposals have been determined to be within the competitive range. If the Contracting Officer determines that the number of proposals that would otherwise be in the competitive range exceeds the number at which an efficient competition can be conducted, the Contracting Officer may limit the number of proposals in the competitive range to the greatest number that will permit an efficient competition among the most highly rated proposals. Therefore, the Offeror’s initial

proposal for both Proposal Sections A & B and Proposal Sections C & D, if invited (See paragraph M.1.4), should contain the Offeror's best terms.

- .10 At a minimum, the Entities expect to award a contract for the CVC restaurant and catering services (Section C.1).
- .11 A number of factors will be considered in the evaluation of each proposal to determine which proposal, if any, is the "Best Value." The factors are:
 - (A) Company Information and Ability to Finance
 - (B) Clients/Other Foodservice/Restaurant Operations
 - (C) Operational Plan and Proposed Services
 - (D) Financial Proposal and Projections
- .12 During the Pre-Qualification evaluation, Factor A (Company Information and Ability to Finance) and Factor B (Clients/Other Foodservice/Restaurant Operations) are of equal importance. During the Proposal Evaluation, the scores of Factors A and B will be considered along with Factors C and D to determine an overall proposal score. Factors C and D are of equal importance and when combined are more important than Factors A and B combined.

M.2 PRE-QUALIFICATION EVALUATION

- .1 Factor A - Company Information and Ability to Finance:

The Offeror will be evaluated on the perceived strengths and weaknesses of the proposal and the extent the proposal demonstrates the resources and capability to provide the required services as identified in the RFP.

The Offeror must verify its ability and commitment to provide adequate funding. A prospective Offeror will be required to have liquid and verifiable funding of at least \$ five million, not including proposed remodeling/renovation and/or capital investment required for the CVC serverly and/or to any of the facilities if part of your proposal. Funds may be available from the Offeror's private capital (verifiable documents submitted with Offeror's proposal) and/or from a commercial lender or third party with an unconditional, formal and binding letter of commitment included with Offeror's proposal. Funds not currently on hand, but which are confirmed in writing with Offeror's proposal to be available at commencement of contract term, may be acceptable. The Offeror must provide documentation that the necessary funding will be available. In the case of a public corporation, an original, notarized letter signed by an officer of the company that represents that company's finance committee or whatever entity (executive committee, board of directors, etc.) that has the authority to authorize this expenditure will satisfy this requirement

.2 Factor B - Clients/Other Foodservice/Restaurant Operations:

The Offeror will be evaluated on verified years of experience, the quality of such experience and demonstrated ability to perform in a similar type of business. Experience in a similar type of business, for the purposes of this RFP, is defined as, an individual or entity that has been an owner or manager of self-service cafeteria or restaurant and on-site food and alcoholic beverage catering in a large office building or cultural institution with annual retail sales of at least \$20 million. Prior work with public agencies and relevant education will also be considered. Catering experience must include the ability to provide all types of catering menus, pricing and variety to meet the diverse needs of the users. Experience also includes relevant and similar experience with, convenience store(s) and vending machine operations. The Offeror will be evaluated on the extent of successful completion of similar services, taking into consideration the degree of client satisfaction. Higher ratings/scores will be given to Offerors whose performance on similar services has exhibited the most success and client satisfaction. In investigating the Offeror's past performance, the Government will consider information submitted by the Offeror and may consider information from other sources.

M.3 PROPOSAL EVALUATION

.1 Factor C - Operational Plan and Proposed Services

The Offeror will be evaluated on the perceived strengths and weaknesses of the proposal and the extent the proposal demonstrates a clear and thorough understanding of the objectives and unique needs of the Entities as identified in the RFP and the Offeror's commitment to implement the components of the plan in a comprehensive and effective manner to ensure the successful delivery of consistent high quality service.

.2 Factor D - Financial Proposal and Projections

The Offeror will be evaluated on the plan and methodology for calculating and paying commissions, based on Gross Receipts as defined in the RFP in addition to the amount of commissions offered. The plan should be specific to the source of revenue (restaurant, vending machines, etc.) and clearly indicate the percentage of Gross Receipts for each source. The plan should indicate that commissions are paid monthly and if a minimum guarantee is offered. Proposed "Profit Sharing" or "Loss Sharing", whereby the Entity would share equally, or on a percentage basis, in the operating profit or loss, arrangements will cause the overall Factor rating/score to be "unacceptable/zero."

The Offeror will be evaluated on its financial projections (customer counts, average check/transactions and revenue projections in all areas). Higher ratings/scores will be given to those Offerors whose financial projections are determined to be realistic and achievable.

M.4 CONTRACT AWARD (AOC) (JUN 2003)

- .1 The Government will award contract(s) resulting from this solicitation to the responsible Contractor whose offer conforming to the solicitation will be most advantageous to the Government, considering all factors.
- .2 The Government may (1) reject any or all offers if such action is in the public interest, (2) accept other than the offer with the highest commission rate if the offer is overall more advantageous to the government and (3) waive informalities and minor irregularities in offers received.
- .3 The Government may accept any item or combination of items, unless doing so is precluded by a restrictive limitation in the solicitation or the offer.
- .4 A written award or acceptance of offer mailed or otherwise, furnished to the successful Contractor within the time for acceptance specified, shall result in a binding contract without further action by either party. Before the offer's specified expiration time, the Government may accept an offer (or part of an offer as provided in Paragraph .4 of this article), whether or not there are negotiations after its receipt, unless a written notice of withdrawal is received before award. Negotiations conducted after receipt of an offer do not constitute a rejection or counteroffer by the Government.

M.5 EVALUATION OF OPTIONS

Both the potential House and Senate contracts contain “option” items as described in sections C.2 and C.3 respectively. Evaluation of these options will not obligate the Government to exercise the option(s).

END OF SECTION M

Attachment J. 1

REGISTER OF WAGE DETERMINATIONS UNDER
THE SERVICE CONTRACT ACT
By direction of the Secretary of Labor

U. S. DEPARTMENT OF LABOR
EMPLOYMENT STANDARDS ADMINISTRATION
WAGE AND HOUR DIVISION
WASHINGTON D. C. 20210

William W. Gross Division of
Director Wage Determinations

Wage Determination No. : 1994- 2103
Revision No. : 34
Date Of Last Revision: 05/23/2005

States: District of Columbia, Maryland, Virginia

Area: District of Columbia Statewide
Maryland Counties of Calvert, Charles, Frederick, Montgomery, Prince George's, St
Mary's
Virginia Counties of Alexandria, Arlington, Fairfax, Falls Church, Fauquier, King
George, Loudoun, Prince William, Stafford

****Fringe Benefits Required Follow the Occupational Listing****

OCCUPATION CODE - TITLE	MINIMUM WAGE RATE
01000 - Administrative Support and Clerical Occupations	
01011 - Accounting Clerk I	12. 16
01012 - Accounting Clerk II	12. 86
01013 - Accounting Clerk III	14. 89
01014 - Accounting Clerk IV	16. 65
01030 - Court Reporter	17. 02
01050 - Dispatcher, Motor Vehicle	16. 50
01060 - Document Preparation Clerk	12. 75
01070 - Messenger (Courier)	10. 23
01090 - Duplicating Machine Operator	12. 75
01110 - Film/Tape Librarian	15. 10
01115 - General Clerk I	11. 68
01116 - General Clerk II	13. 72
01117 - General Clerk III	15. 32
01118 - General Clerk IV	18. 74
01120 - Housing Referral Assistant	19. 30
01131 - Key Entry Operator I	12. 67
01132 - Key Entry Operator II	13. 82
01191 - Order Clerk I	14. 74
01192 - Order Clerk II	16. 29
01261 - Personnel Assistant (Employment) I	13. 05
01262 - Personnel Assistant (Employment) II	15. 10
01263 - Personnel Assistant (Employment) III	17. 02
01264 - Personnel Assistant (Employment) IV	19. 60
01270 - Production Control Clerk	18. 89
01290 - Rental Clerk	15. 42
01300 - Scheduler, Maintenance	15. 26
01311 - Secretary I	16. 11
01312 - Secretary II	17. 31
01313 - Secretary III	19. 30
01314 - Secretary IV	21. 45
01315 - Secretary V	23. 75
01320 - Service Order Dispatcher	15. 82
01341 - Stenographer I	15. 15
01342 - Stenographer II	16. 47
01400 - Supply Technician	21. 45
01420 - Survey Worker (Interviewer)	16. 43
01460 - Switchboard Operator-Receptionist	12. 06
01510 - Test Examiner	17. 31

01520 - Test Proctor	17. 31
01531 - Travel Clerk I	11. 63
01532 - Travel Clerk II	12. 49
01533 - Travel Clerk III	13. 41
01611 - Word Processor I	12. 75
01612 - Word Processor II	15. 10
01613 - Word Processor III	17. 02
03000 - Automatic Data Processing Occupations	
03010 - Computer Data Librarian	15. 10
03041 - Computer Operator I	15. 10
03042 - Computer Operator II	17. 02
03043 - Computer Operator III	18. 89
03044 - Computer Operator IV	21. 09
03045 - Computer Operator V	23. 35
03071 - Computer Programmer I (1)	19. 64
03072 - Computer Programmer II (1)	23. 33
03073 - Computer Programmer III (1)	27. 62
03074 - Computer Programmer IV (1)	27. 62
03101 - Computer Systems Analyst I (1)	27. 62
03102 - Computer Systems Analyst II (1)	27. 62
03103 - Computer Systems Analyst III (1)	27. 62
03160 - Peripheral Equipment Operator	15. 10
05000 - Automotive Service Occupations	
05005 - Automotive Body Repairer, Fiberglass	22. 73
05010 - Automotive Glass Installer	17. 88
05040 - Automotive Worker	17. 88
05070 - Electrician, Automotive	18. 95
05100 - Mobile Equipment Servicer	15. 69
05130 - Motor Equipment Metal Mechanic	19. 98
05160 - Motor Equipment Metal Worker	17. 88
05190 - Motor Vehicle Mechanic	20. 07
05220 - Motor Vehicle Mechanic Helper	16. 81
05250 - Motor Vehicle Upholstery Worker	17. 88
05280 - Motor Vehicle Wrecker	17. 88
05310 - Painter, Automotive	18. 95
05340 - Radiator Repair Specialist	17. 88
05370 - Tire Repairer	14. 43
05400 - Transmission Repair Specialist	19. 98
07000 - Food Preparation and Service Occupations	
(not set) - Food Service Worker	9. 91
07010 - Baker	12. 25
07041 - Cook I	11. 53
07042 - Cook II	12. 79
07070 - Dishwasher	9. 76
07130 - Meat Cutter	16. 07
07250 - Waiter/Waitress	8. 59
09000 - Furniture Maintenance and Repair Occupations	
09010 - Electrostatic Spray Painter	18. 05
09040 - Furniture Handler	12. 55
09070 - Furniture Refinisher	18. 05
09100 - Furniture Refinisher Helper	13. 85
09110 - Furniture Repairer, Minor	16. 01
09130 - Upholsterer	18. 05
11030 - General Services and Support Occupations	
11030 - Cleaner, Vehicles	9. 67
11060 - Elevator Operator	9. 79
11090 - Gardener	14. 27
11121 - House Keeping Aid I	9. 97
11122 - House Keeping Aid II	10. 77
11150 - Janitor	10. 12
11210 - Laborer, Grounds Maintenance	11. 65
11240 - Maid or Houseman	9. 97
11270 - Pest Controller	12. 49

11300 - Refuse Collector	11. 69
11330 - Tractor Operator	14. 00
11360 - Window Cleaner	10. 51
12000 - Health Occupations	
12020 - Dental Assistant	16. 90
12040 - Emergency Medical Technician (EMT)/Paramedic/Ambulance Driver	15. 83
12071 - Licensed Practical Nurse I	15. 86
12072 - Licensed Practical Nurse II	17. 79
12073 - Licensed Practical Nurse III	19. 92
12100 - Medical Assistant	12. 94
12130 - Medical Laboratory Technician	16. 32
12160 - Medical Record Clerk	14. 96
12190 - Medical Record Technician	16. 47
12221 - Nursing Assistant I	9. 32
12222 - Nursing Assistant II	10. 48
12223 - Nursing Assistant III	11. 94
12224 - Nursing Assistant IV	13. 40
12250 - Pharmacy Technician	13. 02
12280 - Phlebotomist	13. 40
12311 - Registered Nurse I	24. 92
12312 - Registered Nurse II	29. 47
12313 - Registered Nurse II, Specialist	29. 47
12314 - Registered Nurse III	35. 65
12315 - Registered Nurse III, Anesthetist	35. 65
12316 - Registered Nurse IV	42. 73
13000 - Information and Arts Occupations	
13002 - Audiovisual Librarian	20. 85
13011 - Exhibits Specialist I	17. 98
13012 - Exhibits Specialist II	23. 33
13013 - Exhibits Specialist III	28. 07
13041 - Illustrator I	18. 73
13042 - Illustrator II	23. 42
13043 - Illustrator III	28. 82
13047 - Librarian	24. 54
13050 - Library Technician	17. 18
13071 - Photographer I	14. 67
13072 - Photographer II	17. 18
13073 - Photographer III	21. 52
13074 - Photographer IV	26. 05
13075 - Photographer V	29. 15
15000 - Laundry, Dry Cleaning, Pressing and Related Occupations	
15010 - Assembler	8. 71
15030 - Counter Attendant	8. 71
15040 - Dry Cleaner	10. 94
15070 - Finisher, Flatwork, Machine	8. 71
15090 - Presser, Hand	8. 71
15100 - Presser, Machine, Drycleaning	8. 71
15130 - Presser, Machine, Shirts	8. 71
15160 - Presser, Machine, Wearing Apparel, Laundry	8. 71
15190 - Sewing Machine Operator	11. 73
15220 - Tailor	12. 43
15250 - Washer, Machine	9. 31
19000 - Machine Tool Operation and Repair Occupations	
19010 - Machine-Tool Operator (Toolroom)	18. 95
19040 - Tool and Die Maker	23. 05
21000 - Material Handling and Packing Occupations	
21010 - Fuel Distribution System Operator	19. 38
21020 - Material Coordinator	19. 05
21030 - Material Expediter	19. 05
21040 - Material Handling Laborer	11. 50
21050 - Order Filler	13. 21
21071 - Forklift Operator	16. 04
21080 - Production Line Worker (Food Processing)	15. 93

21100 - Shipping/Receiving Clerk	13.15
21130 - Shipping Packer	13.15
21140 - Store Worker I	9.06
21150 - Stock Clerk (Shelf Stocker; Store Worker II)	13.05
21210 - Tools and Parts Attendant	16.99
21400 - Warehouse Specialist	16.04
23000 - Mechanics and Maintenance and Repair Occupations	
23010 - Aircraft Mechanic	22.24
23040 - Aircraft Mechanic Helper	14.71
23050 - Aircraft Quality Control Inspector	23.43
23060 - Aircraft Servicer	17.82
23070 - Aircraft Worker	18.09
23100 - Appliance Mechanic	18.95
23120 - Bicycle Repairer	14.43
23125 - Cable Splicer	24.68
23130 - Carpenter, Maintenance	18.95
23140 - Carpet Layer	17.80
23160 - Electrician, Maintenance	22.59
23181 - Electronics Technician, Maintenance I	19.42
23182 - Electronics Technician, Maintenance II	21.92
23183 - Electronics Technician, Maintenance III	23.87
23260 - Fabric Worker	16.61
23290 - Fire Alarm System Mechanic	19.98
23310 - Fire Extinguisher Repairer	15.69
23340 - Fuel Distribution System Mechanic	21.05
23370 - General Maintenance Worker	17.28
23400 - Heating, Refrigeration and Air Conditioning Mechanic	20.87
23430 - Heavy Equipment Mechanic	19.98
23440 - Heavy Equipment Operator	20.76
23460 - Instrument Mechanic	19.98
23470 - Laborer	14.27
23500 - Locksmith	18.95
23530 - Machinery Maintenance Mechanic	20.51
23550 - Machinist, Maintenance	21.52
23580 - Maintenance Trades Helper	14.54
23640 - Millwright	21.85
23700 - Office Appliance Repairer	18.95
23740 - Painter, Aircraft	21.29
23760 - Painter, Maintenance	18.95
23790 - Pipefitter, Maintenance	22.76
23800 - Plumber, Maintenance	20.99
23820 - Pneudraulic Systems Mechanic	19.98
23850 - Rigger	19.98
23870 - Scale Mechanic	17.88
23890 - Sheet-Metal Worker, Maintenance	19.98
23910 - Small Engine Mechanic	20.05
23930 - Telecommunication Mechanic I	22.21
23931 - Telecommunication Mechanic II	23.41
23950 - Telephone Lineman	22.21
23960 - Welder, Combination, Maintenance	19.98
23965 - Well Driller	19.98
23970 - Woodcraft Worker	19.98
23980 - Woodworker	15.32
24000 - Personal Needs Occupations	
24570 - Child Care Attendant	11.58
24580 - Child Care Center Clerk	16.15
24600 - Chore Aid	9.29
24630 - Homemaker	16.75
25000 - Plant and System Operation Occupations	
25010 - Boiler Tender	22.57
25040 - Sewage Plant Operator	19.52
25070 - Stationary Engineer	22.57
25190 - Ventilation Equipment Tender	15.24

25210 - Water Treatment Plant Operator	19.72
27000 - Protective Service Occupations	
(not set) - Police Officer	23.19
27004 - Alarm Monitor	16.79
27006 - Corrections Officer	18.10
27010 - Court Security Officer	20.72
27040 - Detention Officer	18.29
27070 - Firefighter	20.97
27101 - Guard I	11.51
27102 - Guard II	15.16
28000 - Stevedoring/Longshoremen Occupations	
28010 - Blocker and Bracer	19.89
28020 - Hatch Tender	19.89
28030 - Line Handler	19.89
28040 - Stevedore I	18.71
28050 - Stevedore II	21.11
29000 - Technical Occupations	
21150 - Graphic Artist	22.81
29010 - Air Traffic Control Specialist, Center (2)	32.70
29011 - Air Traffic Control Specialist, Station (2)	22.54
29012 - Air Traffic Control Specialist, Terminal (2)	24.82
29023 - Archeological Technician I	15.78
29024 - Archeological Technician II	17.58
29025 - Archeological Technician III	21.94
29030 - Cartographic Technician	23.33
29035 - Computer Based Training (CBT) Specialist/ Instructor	31.26
29040 - Civil Engineering Technician	22.19
29061 - Drafter I	14.31
29062 - Drafter II	16.57
29063 - Drafter III	18.53
29064 - Drafter IV	23.33
29081 - Engineering Technician I	17.67
29082 - Engineering Technician II	19.84
29083 - Engineering Technician III	22.54
29084 - Engineering Technician IV	27.49
29085 - Engineering Technician V	33.62
29086 - Engineering Technician VI	40.67
29090 - Environmental Technician	21.22
29100 - Flight Simulator/Instructor (Pilot)	36.95
29160 - Instructor	26.54
29210 - Laboratory Technician	18.56
29240 - Mathematical Technician	23.70
29361 - Paralegal/Legal Assistant I	20.03
29362 - Paralegal/Legal Assistant II	24.82
29363 - Paralegal/Legal Assistant III	30.35
29364 - Paralegal/Legal Assistant IV	36.73
29390 - Photooptics Technician	23.33
29480 - Technical Writer	28.55
29491 - Unexploded Ordnance (UXO) Technician I	20.78
29492 - Unexploded Ordnance (UXO) Technician II	25.14
29493 - Unexploded Ordnance (UXO) Technician III	30.13
29494 - Unexploded (UXO) Safety Escort	20.78
29495 - Unexploded (UXO) Sweep Personnel	20.78
29620 - Weather Observer, Senior (3)	21.32
29621 - Weather Observer, Combined Upper Air and Surface Programs (3)	18.30
29622 - Weather Observer, Upper Air (3)	18.30
31000 - Transportation/ Mobile Equipment Operation Occupations	
31030 - Bus Driver	15.95
31260 - Parking and Lot Attendant	8.62
31290 - Shuttle Bus Driver	13.45
31300 - Taxi Driver	12.71
31361 - Truckdriver, Light Truck	13.89
31362 - Truckdriver, Medium Truck	17.09

31363 - Truckdriver, Heavy Truck	18.40
31364 - Truckdriver, Tractor-Trailer	18.40
99000 - Miscellaneous Occupations	
99020 - Animal Caretaker	10.47
99030 - Cashier	9.82
99041 - Carnival Equipment Operator	12.35
99042 - Carnival Equipment Repairer	13.30
99043 - Carnival Worker	8.31
99050 - Desk Clerk	9.78
99095 - Embalmer	19.79
99300 - Lifeguard	10.92
99310 - Mortician	24.77
99350 - Park Attendant (Aide)	13.71
99400 - Photofinishing Worker (Photo Lab Tech., Darkroom Tech)	11.12
99500 - Recreation Specialist	16.99
99510 - Recycling Worker	15.47
99610 - Sales Clerk	11.08
99620 - School Crossing Guard (Crosswalk Attendant)	11.37
99630 - Sport Official	11.24
99658 - Survey Party Chief (Chief of Party)	18.39
99659 - Surveying Technician (Instr. Person/Surveyor Asst./Instr.)	17.48
99660 - Surveying Aide	11.43
99690 - Swimming Pool Operator	13.93
99720 - Vending Machine Attendant	10.73
99730 - Vending Machine Repairer	13.93
99740 - Vending Machine Repairer Helper	11.34

ALL OCCUPATIONS LISTED ABOVE RECEIVE THE FOLLOWING BENEFITS:

HEALTH & WELFARE: \$2.87 an hour or \$114.80 a week or \$497.47 a month

VACATION: 2 weeks paid vacation after 1 year of service with a contractor or successor; 3 weeks after 5 years, and 4 weeks after 15 years. Length of service includes the whole span of continuous service with the present contractor or successor, wherever employed, and with the predecessor contractors in the performance of similar work at the same Federal facility. (Reg. 29 CFR 4.173)

HOLIDAYS: A minimum of ten paid holidays per year: New Year's Day, Martin Luther King Jr.'s Birthday, Washington's Birthday, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans' Day, Thanksgiving Day, and Christmas Day. (A contractor may substitute for any of the named holidays another day off with pay in accordance with a plan communicated to the employees involved.) (See 29 CFR 4.174)

THE OCCUPATIONS WHICH HAVE PARENTHESES AFTER THEM RECEIVE THE FOLLOWING BENEFITS (as numbered):

- 1) Does not apply to employees employed in a bona fide executive, administrative, or professional capacity as defined and delineated in 29 CFR 541. (See CFR 4.156)
- 2) **APPLICABLE TO AIR TRAFFIC CONTROLLERS ONLY - NIGHT DIFFERENTIAL:** An employee is entitled to pay for all work performed between the hours of 6:00 P.M. and 6:00 A.M. at the rate of basic pay plus a night pay differential amounting to 10 percent of the rate of basic pay.
- 3) **WEATHER OBSERVERS - NIGHT PAY & SUNDAY PAY:** If you work at night as part of a regular tour of duty, you will earn a night differential and receive an additional

10% of basic pay for any hours worked between 6pm and 6am. If you are a full-time employed (40 hours a week) and Sunday is part of your regularly scheduled workweek, you are paid at your rate of basic pay plus a Sunday premium of 25% of your basic rate for each hour of Sunday work which is not overtime (i.e. occasional work on Sunday outside the normal tour of duty is considered overtime work).

HAZARDOUS PAY DIFFERENTIAL: An 8 percent differential is applicable to employees employed in a position that represents a high degree of hazard when working with or in close proximity to ordnance, explosives, and incendiary materials. This includes work such as screening, blending, dying, mixing, and pressing of sensitive ordnance, explosives, and pyrotechnic compositions such as lead azide, black powder and photoflash powder. All dry-house activities involving propellants or explosives. Demilitarization, modification, renovation, demolition, and maintenance operations on sensitive ordnance, explosives and incendiary materials. All operations involving regrading and cleaning of artillery ranges.

A 4 percent differential is applicable to employees employed in a position that represents a low degree of hazard when working with, or in close proximity to ordnance, (or employees possibly adjacent to) explosives and incendiary materials which involves potential injury such as laceration of hands, face, or arms of the employee engaged in the operation, irritation of the skin, minor burns and the like; minimal damage to immediate or adjacent work area or equipment being used. All operations involving, unloading, storage, and hauling of ordnance, explosive, and incendiary ordnance material other than small arms ammunition. These differentials are only applicable to work that has been specifically designated by the agency for ordnance, explosives, and incendiary material differential pay.

**** UNIFORM ALLOWANCE ****

If employees are required to wear uniforms in the performance of this contract (either by the terms of the Government contract, by the employer, by the state or local law, etc.), the cost of furnishing such uniforms and maintaining (by laundering or dry cleaning) such uniforms is an expense that may not be borne by an employee where such cost reduces the hourly rate below that required by the wage determination. The Department of Labor will accept payment in accordance with the following standards as compliance:

The contractor or subcontractor is required to furnish all employees with an adequate number of uniforms without cost or to reimburse employees for the actual cost of the uniforms. In addition, where uniform cleaning and maintenance is made the responsibility of the employee, all contractors and subcontractors subject to this wage determination shall (in the absence of a bona fide collective bargaining agreement providing for a different amount, or the furnishing of contrary affirmative proof as to the actual cost), reimburse all employees for such cleaning and maintenance at a rate of \$3.35 per week (or \$.67 cents per day). However, in those instances where the uniforms furnished are made of "wash and wear" materials, may be routinely washed and dried with other personal garments, and do not require any special treatment such as dry cleaning, daily washing, or commercial laundering in order to meet the cleanliness or appearance standards set by the terms of the Government contract, by the contractor, by law, or by the nature of the work, there is no requirement that employees be reimbursed for uniform maintenance costs.

**** NOTES APPLYING TO THIS WAGE DETERMINATION ****

Under the policy and guidance contained in All Agency Memorandum No. 159, the Wage and Hour Division does not recognize, for section 4(c) purposes, prospective wage

rates and fringe benefit provisions that are effective only upon such contingencies as "approval of Wage and Hour, issuance of a wage determination, incorporation of the wage determination in the contract, adjusting the contract price, etc." (The relevant CBA section) in the collective bargaining agreement between (the parties) contains contingency language that Wage and Hour does not recognize as reflecting "arm's length negotiation" under section 4(c) of the Act and 29 C.F.R. 5.11(a) of the regulations. This wage determination therefore reflects the actual CBA wage rates and fringe benefits paid under the predecessor contract.

Source of Occupational Title and Descriptions:

The duties of employees under job titles listed are those described in the "Service Contract Act Directory of Occupations," Fourth Edition, January 1993, as amended by the Third Supplement, dated March 1997, unless otherwise indicated. This publication may be obtained from the Superintendent of Documents, at 202-783-3238, or by writing to the Superintendent of Documents, U.S. Government Printing Office, Washington, D.C. 20402. Copies of specific job descriptions may also be obtained from the appropriate contracting officer.

REQUEST FOR AUTHORIZATION OF ADDITIONAL CLASSIFICATION AND WAGE RATE {Standard Form 1444 (SF 1444)}

Conformance Process:

The contracting officer shall require that any class of service employee which is not listed herein and which is to be employed under the contract (i.e., the work to be performed is not performed by any classification listed in the wage determination), be classified by the contractor so as to provide a reasonable relationship (i.e., appropriate level of skill comparison) between such unlisted classifications and the classifications listed in the wage determination. Such conformed classes of employees shall be paid the monetary wages and furnished the fringe benefits as are determined. Such conforming process shall be initiated by the contractor prior to the performance of contract work by such unlisted class(es) of employees. The conformed classification, wage rate, and/or fringe benefits shall

be retroactive to the commencement date of the contract. {See Section 4.6 (C)(vi)} When multiple wage determinations are included in a contract, a separate SF 1444 should be prepared for each wage determination to which a class(es) is to be conformed.

The process for preparing a conformance request is as follows:

- 1) When preparing the bid, the contractor identifies the need for a conformed occupation(s) and computes a proposed rate(s).
- 2) After contract award, the contractor prepares a written report listing in order proposed classification title(s), a Federal grade equivalency (FGE) for each proposed classification(s), job description(s), and rationale for proposed wage rate(s), including information regarding the agreement or disagreement of the authorized representative of the employees involved, or where there is no authorized representative, the employees themselves. This report should be submitted to the contracting officer no later than 30 days after such unlisted class(es) of employees performs any contract work.
- 3) The contracting officer reviews the proposed action and promptly submits a report of the action, together with the agency's recommendations and pertinent information including the position of the contractor and the employees, to the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, for review. (See section 4.6(b)(2) of Regulations 29 CFR Part 4).

4) Within 30 days of receipt, the Wage and Hour Division approves, modifies, or disapproves the action via transmittal to the agency contracting officer, or notifies the contracting officer that additional time will be required to process the request.

5) The contracting officer transmits the Wage and Hour decision to the contractor.

6) The contractor informs the affected employees.

Information required by the Regulations must be submitted on SF 1444 or bond paper.

When preparing a conformance request, the "Service Contract Act Directory of Occupations" (the Directory) should be used to compare job definitions to insure that duties requested are not performed by a classification already listed in the wage determination. Remember, it is not the job title, but the required tasks that determine whether a class is included in an established wage determination. Conformances may not be used to artificially split, combine, or subdivide classifications listed in the wage determination.

SECTION J

EXHIBITS

J.2 HOUSE CLAUSES

.1 HC.9.001 AUTHORIZED CHANGES ONLY BY THE CONTRACTING MAY 2001 OFFICER

- (1) Except as specified in paragraph (2) herein, no order, statement or conduct of House personnel who visit the Contractor's facilities, or in any other manner communicate with Contractor personnel during the performance of this contract, shall constitute a change under this contract.
- (2) The Contractor shall not comply with any order, direction or request of House personnel, unless issued in writing and signed by the CO, subject to the policy direction and oversight of the Committee on House Administration, or made pursuant to specific authority otherwise included in this contract.
- (3) The CO is the only person authorized to approve changes in any of the requirements of this contract and, notwithstanding provisions contained elsewhere in this contract, said authority remains solely with the CO. In the event the Contractor affects any change(s) at the direction of any person other than the CO, that change shall be considered to have been made without authority and no adjustment in price shall be made in the contract to cover any increase in charges incurred as a result thereof.

.2 HC.9.002 OBSERVANCE OF LAWS AND HOUSE RULES MAY 2001

- (1) In connection with the performance of work under this contract, the Contractor agrees not to discriminate on the basis of race, religion, color, sex, national origin or disability.
- (2) The Contractor shall comply with all applicable laws of the United States (federal, state, and local).
- (3) This contract shall be governed in accordance with House Rules (available on-line at http://www.house.gov/rules/house_rules.htm).

.3 HC.9.003 DISPUTES MAY 2001

Any dispute shall be decided by the CO, who shall reduce the decision to writing and mail or otherwise furnish a copy thereof to the Contractor. Within thirty (30) calendar days from the receipt of such copy, the Contractor may appeal in writing by mail to the Chief Administrative Officer (CAO). The CAO's decision shall be final. The Contractor may appeal the CAO's decision to the Committee on House Administration only for violations by the CAO for failure in following procedural guidelines within 30 calendar days of the CAO final decision. If no such appeal is taken, the decision of the CO shall be final and conclusive. In connection with any proceeding under this clause, the Contractor shall be afforded an opportunity to be heard and to offer evidence in support of its appeal. Pending final decision of a dispute, the Contractor shall proceed diligently

with the performance of the contract and in accordance with the CO's decision.

.4 HC.9.004 AVAILABILITY OF FUNDS MAY 2001

The House's obligation under this contract is contingent upon the availability of appropriated or revolving funds from which payment for contract purposes can be made. No legal liability on the part of the House for any payment may arise until funds are made available to the contracting officer for this contract.

.5 HC.9.005 DISCRETIONARY CONTRACT MAY 2001

Use of this contract vehicle to obtain the products and/or services provided herein is at the sole discretion of each House Office. No legal liability on the part of the House exists for any minimum order quantity or that all products and/or services provided herein must be obtained exclusively through this contract vehicle (i.e. a "requirements" contract).

.6 HC.9.007 ORDER OF PRECEDENCE MARCH 2002

In the event of an inconsistency between provisions of this contract, the inconsistency shall be resolved by giving precedence in the following order: (a) contract statement of work; (b) other provisions of this contract, whether incorporated by reference or otherwise.

.7 I.8 HC.9.008 TAX EXEMPTION JUNE 2002

Unless otherwise provided by statute, the House is exempt from all taxes, including any sales and use taxes.

.8 HC.9.009 COMPLIANCE WITH ALL LAWS JUNE 2002

Contractor warrants that the products sold or services furnished under this order have been produced or furnished in full and complete compliance with all applicable laws and regulations. Contractor agrees to hold the House harmless from any and all liabilities, claims, fines, penalties, including reasonable costs and settlements, which may arise out of the delivery by Contractor of items which do not meet the requirements of any applicable laws or regulations.

.9 HC.9.010 LIABILITY OF THE HOUSE JUNE 2002

Consistent with the Federal Tort Claims Act (28 U.S.C. § 2671, et seq.), the House shall not be liable for any injury to the Contractor's personnel or damage to the Contractor's property unless such injury or damage is due to negligence or a wrongful act or omission on the part of the House.

.10 HC.9.011 LIABILITY OF THE CONTRACTOR JUNE 2002

The Contractor assumes all risk of loss of or damage to any property of the House entrusted to Contractor while in Contractor's possession or otherwise under Contractor's control. In the event of loss or irreparable damage, Contractor shall promptly reimburse the House for the replacement value of the article. Any other damage shall be promptly repaired by Contractor at Contractor's expense.

.11 HC.9.012 TERMINATION JUNE 2002 Relative to termination of this contract, it is mutually agreed:

(1) For Default

The CO may terminate this contract at any time, in whole or in part, in the event of breach by the Contractor. The House reserves the right to cancel all or any part of the undelivered portion of this contract, without liability, in addition to the House's other rights and remedies, if Contractor breaches any of the terms and conditions herein. Waiver by either party of any default by the other hereunder shall not be deemed a waiver by such party of any other, subsequent default.

(2) For Convenience

The House has the right to terminate this order in whole or in part at any time with 30 day written notice to the Contractor.

(3) If this Contract is terminated, the rights, duties and obligations of the parties, including compensation to the Contractor, shall be in accordance with this contract and in effect on the date of the Contract. Contractor may claim only properly supported out-of-pocket costs plus a reasonable amount of demonstrable related charges for the work already performed, all to be determined in accordance with generally accepted accounting procedures. For specially prepared products, unique to the House's order, any partially completed work or raw materials whose full costs are included in the termination charges shall be identified in writing and held by Contractor for disposition in accordance with the House's written instructions.

(4) Upon termination (including expiration) the Contractor shall:

- (a) Surrender all employee identification cards, decals, keys, etc. issued by the House, for all Contractor representatives and employees on the effective date to COR.
- (b) Complete satisfactory settlement of all customer complaints and claims.
- (c) Comply with House requirements designed to ensure a smooth transition to any successor Contractor.
- (d) Yield up the premises and all House-furnished property, clean and in as good order and condition as when received, damages due to acts of God or the House and ordinary wear and tear excepted, on the effective date.
- (e) Promptly remove all Contractor-furnished equipment and fixtures, tools and supplies. Upon failure to remove Contractor's property, the CO may

cause contractor's property to be removed and at contractor's expense. If the contractor fails to act, this contract authorizes the CO to take possession of contractor's property and dispose of same by public or private sale without notice and out of the proceeds of sale, satisfy all costs and indebtedness to the House.

.12 HC.9.013 GRATUITIES JUNE 2002

This order may be terminated if it is determined by the House that a gratuity (e.g., an entertainment or gift) was offered or given to any Member, officer, or employee of the House with the intention of obtaining this contract or gaining favorable treatment under this contract.

.13 HC.9.014 ASSIGNMENT JUNE 2002

Neither this contract nor the obligation of contractor to perform hereunder shall be assigned or delegated by contractor without the House's consent.

.14 HC.9.015 HOUSE RULES MAY 2002

This contract shall be governed in accordance with House Rules and regulations and all applicable statutes regarding performance and any dispute arising there from.

.15 HC.9.016 PATENT INFRINGEMENT MAY 2002

The contractor warrants that the products, in the form delivered to the House, are free from any valid claim for patent infringement and that any labels or trademarks affixed thereto by or on behalf of contractor are free from any valid claim for copyright or trademark infringement and agrees to save and hold harmless and indemnify the House against such infringement liability based upon the House's possession thereof without alteration.

.16 HC.9.019 BUY AMERICAN AUGUST 2002

Unless otherwise specified, items are to be of the growth and manufacture of the United States, provided such items are upon as good of terms regarding quality and price as like items of foreign growth and manufacture. An item shall be deemed to be manufactured in the United States if more than fifty (50%) percent of the value of its components are of the growth and manufacture of the United States.

.17 SPECIFIC HOUSE TRAINING

The contractor's training manager will work with the House to develop specific training on House or CAO policies, procedures, etc. This training, or any subsequent manuals or multimedia that are written or produced, will become part of the ongoing contractor staff development, and a part of the orientation process for all new hire under this contract.

.18 FIRE AND CIVIL DEFENSE DRILLS

The Contractor shall notify the respective fire response unit as specified in the emergency action plan. All Contractor personnel shall be organized and trained to participate in fire and safety drills as specified in the emergency action plan.

.19 OPTION TO EXTEND THE TERM OF THE CONTRACT

- (1) The Government may extend the term of this contract by written notice to the Contractor; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least 3 months before the contract expires. The preliminary notice does not commit the Government to an extension.
- (2) If the Government exercises this option, the extended contract shall be considered to include this option clause.
- (3) The total duration of this contract, including the exercise of any options under this clause, shall not exceed 21 years.

.20 OFFICIALS NOT TO BENEFIT

No Member of or Delegate to Congress or Resident Commissioner shall be admitted to any share or part of this contract or to any benefit that may arise therefrom.

.21 ACCIDENT PREVENTION AND SAFETY AND HEALTH PROGRAMS

- (1) The Contractor shall comply with the safety and health standards published in 41 C.F.R. Part 50-205, including any matters incorporated by reference therein.
- (2) The Contractor shall also comply with the regulations issued by the Secretary of Labor pursuant to the Williams-Steiger Occupational Safety and Health Act of 1970, as set forth in Title 29 of the Code of Federal Regulations.
- (3) The Contractor shall bring to the attention of the House any work encountered that may involve entry into a suspected confined space as defined by OSHA. A determination will be made by the House, and if the area is deemed a permit required confined space, additional protective measures will be needed, per OSHA requirements.
- (4) In the event that conditions on the site pose an imminent danger or threat to the Contractors workers, the public, Government employees, other persons, or to Capitol complex structures and property of historical significance, the Contracting Officer can verbally order the Contractor to stop work operations in the specified area until said conditions are corrected to the Contracting Officers satisfaction. The Contracting Officer shall promptly issue a written order to stop the work to

the Contractor formalizing the specifics of the verbal stop work order.

- (5) The Contractor shall not be entitled to any equitable adjustment of the contract price or extension of the performance schedule on any stop work order issued under this clause.

.22 WARRANTY OF SERVICES

- (1) Definition. "Acceptance", as used in this clause, means the act of an authorized representative of the Government by which the Government assumes for itself, or as an agent of another, ownership of existing and identified supplies, or approves specific services, as partial or complete performance of the contract.
- (2) Notwithstanding inspection and acceptance by the Government or any provision concerning the conclusiveness thereof, the Contractor warrants that all services performed under this Contract will, at the time of acceptance, be free from defects in workmanship and conform to the requirements of this Contract. The Contracting Officer shall give written notice of any defect or nonconformance to the Contractor within thirty calendar days. This notice shall state either –
 - (a) That the Contractor shall correct or reperform any defective or nonconforming services; or
 - (b) That the Government does not require correction or reperformance.
- (3) If the Contractor is required to correct or reperform, it shall be at no cost to the Government, and any services corrected or reperformed by the Contractor shall be subject to this clause to the same extent as work initially performed. If the Contractor fails or refuses to correct or reperform, the Contracting Officer may, by contract or otherwise, correct or replace with similar services and charge to the Contractor the cost occasioned to the Government thereby, or make an equitable adjustment in the contract price.
- (4) If the Government does not require correction or reperformance, the Contracting Officer shall make an equitable adjustment in the contract price.

SECTION J

EXHIBITS

J.3 SENATE CLAUSES

.1 ADVERTISING/PROMOTIONAL MATERIALS AOC52.203-1 (JUN 2004)

- (1) It is the policy of the Congress to discourage Contractors providing services and supplies to the Legislative Branch entities, including the Architect of the Capitol, from advertising practices that feature the Capitol and Capitol Complex in a manner in which conveys, or is reasonably calculated to convey, a false impression of sponsorship, approval or endorsement of any product or service by the Congress, the Government of the United States, or any Department, Agency or instrumentality thereof.
- (2) Contractors performing services for Legislative Branch entities, including the Architect of the Capitol, are discouraged from capitalizing on their contractual relationships with such entities and shall not engage in advertising practices which convey, or are reasonably calculated to convey, a false impression of sponsorship, approval or endorsement of any product or service by the Congress, the Government of the United States, of any Department, Agency or instrumentality thereof. This includes utilizing, in conjunction with the fact of their contractual relationship, images of the Capitol, any other buildings in the Capitol Complex, or any part of the United States Capitol Grounds in their advertising or promotional materials; and/or publishing or disseminating the aforementioned advertising or promotional materials.
- (3) The Contractor, by signing this Contract, agrees to comply with the foregoing and to submit any proposed advertising or promotional copy connected in any manner with this Contract and/or the Capitol, other Capitol Complex Buildings, or the United States Capitol Grounds to the Contracting Officer for approval prior to publication.

(End of clause)

.2 DISCLOSURE OF INFORMATION TO THE GENERAL PUBLIC AOC52.203-2 (JUN 2004)

- (1) Promptly after receiving any request from the general public for information on or data derived from this Contract, the Contractor shall notify the Architect of the Capitol, Procurement Division. The Contractor shall cooperate with the Procurement Division in compiling or collecting information or data if the Architect of the Capitol determines the information or data to be releasable.
- (2) General public, for purposes of this clause, are those groups or individuals who

are not authorized by law or regulation to have access.

- (3) This clause is not intended to prevent the Contractor from providing contract information or data which the Contractor is required to provide in order to conduct its business, such as insurance, banking, subcontracting.
- (4) The Contractor is permitted to request that proprietary information or data not be released if such release would harm or impair the Contractor in conducting its normal business. Such request must be documented with clear and specific grounds for that claim.

(End of clause)

.3 OPTION TO EXTEND THE TERM OF THE CONTRACT

- (1) The Government may extend the term of this Contract by written notice to the Contractor; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least 3 months before the contract expires. The preliminary notice does not commit the Government to an extension.
- (2) If the Government exercises this option, the extended contract shall be considered to include this option clause.
- (3) The total duration of this Contract, including the exercise of any options under this clause, shall not exceed 21 years.

(End of clause)

.4 OFFICIALS NOT TO BENEFIT AOC52.203-3 (NOV 2004)

No Member of or Delegate to Congress or Resident Commissioner shall be admitted to any share or part of this Contract or to any benefit that may arise therefrom.

(End of clause)

.5 DISSEMINATION OF CONTRACT INFORMATION AOC52.203-4 (NOV 2004)

Unless otherwise provided in this Contract, the Contractor shall not publish, permit to be published, or distribute for public consumption, any information, oral or written, concerning the results of, conclusions made pursuant to, or performance under this Contract without prior written consent of the Contracting Officer, until such time as the Government may have released such information to the public.

(End of clause)

.6 CONFIDENTIALITY REQUIREMENT AOC52.203-5 (NOV 2004)

The Contractor agrees that any information supplied by the Architect to the Contractor shall be considered confidential and/or proprietary, and agrees to hold such information in confidence. The Contractor further agrees not to disclose such information to a third party without the prior written consent of the Architect.

(End of clause)

.7 PRINTED OR COPIED DOUBLE-SIDED ON RECYCLED PAPER AOC52.204-1 (JUN 2004)

The Contractor is encouraged to submit paper documents, such as offers, letters, or reports that are printed or copied doubled-sided on recycled paper and meet minimum content standards when not using electronic commerce methods to submit information or data to the Government.

(End of clause)

.8 EXAMINATION OF RECORDS AOC52.215-10 (JUN 2004)

- (1) The Contractor agrees that the Architect of the Capitol or any duly authorized representatives shall, until the expiration of 3 years after final payment under this Contract, have access to and the right to examine any books, accounting procedures and practices documents, papers, records and other data regardless of whether such items are in written form, in the form of computer data or in any other form and other supporting evidence, involving transactions related to this Contract or compliance with any clause or certification thereunder.
- (2) The Contractor further agrees to include in all its subcontracts hereunder a provision to the effect that Subcontractor agrees that the Architect of the Capitol or any authorized representatives shall, until the expiration of 3 years after final payment under the subcontract, have access to and the right to examine books, documents, papers, records other data regardless of whether such items are in written form, in the form of computer data or in any other form, and other supporting evidence, involving transactions related to the subcontract or compliance with any clause or certification thereunder.
- (3) The term subcontract as used in this clause excludes purchase orders not exceeding \$10,000.

(End of clause)

.9 UNDEFINITIZED CONTRACT ACTIONS AOC52.216-6 (MAR 2005)

- (1) In the event of an urgent situation, the services or supplies may be required on an emergency basis under an undefinitized contract action (emergency task/delivery order, contract modification, or letter contract). The undefinitized contract action

may be either verbal, typed, or hand written, with the form of the undefinitized contract action dictated by the access the issuing Contracting Officer has to the AOC network or a computer. If issued verbally, the Contracting Officer shall provide a written confirming document to the location identified by the Contractor within five calendar days after issuance of the verbal undefinitized contract action. If an undefinitized contract action is issued under an existing contract, the terms and conditions of the contract shall be in effect and automatically incorporated by reference under any undefinitized contract action issued.

- (2) The scope of work as originally issued on the contract action will, of necessity, be somewhat broad and general in nature. It is to also be considered as a Notice to Proceed immediately with the work under the undefinitized contract action. An estimated amount for the work to be performed shall be obligated to ensure that reasonable funds are available for payment to the Contractor, and an estimated completion date shall be identified on the undefinitized contract action. If the Contractor believes the amount of funds obligated or time for completion as stated in the undefinitized contract action are unreasonable, within thirty calendar days after issuance of the written undefinitized contract action the Contractor is responsible for notifying the Contracting Officer of this and providing a suggested amount of funds for obligation or time for completion. In no instance shall the Contractor's suggested amount of funds for obligation or time for completion be considered as binding to the Contractor or the Government in future negotiations. The Government can elect to use the Contractor's suggested amount of funds or time for completion as an indication that some additional funds or time for completion may be required and obligated or adjusted, respectively, in order to ensure that reasonably adequate funds are available to pay the Contractor for services performed or that the completion time is reasonable.
- (3) Within a reasonable amount of time after the issuance of the undefinitized contract action but not later than an estimated 25% of the way through the completion of the work under the undefinitized contract action, an authorized representative of the Contractor must meet, either in person or telephonically, with the Contracting Officer to further define the scope of work, negotiate the price, identify a final completion date, and address other activities necessary to definitize the undefinitized contract action. This estimated 25% shall use the best information reasonably available and be based upon (1) an estimate of the amount of work completed relative to the original general scope of work or (2) the amount of payments made relative to the original amount obligated.
- (4) Payments can be made from the original amount obligated, but the undefinitized contract action must be definitized before payments exceed 40% of funds originally obligated.
- (5) If communications are disrupted to the degree that it is necessary to communicate with the Contracting Officer at their residence or through other devices that do not

utilize AOC-owned equipment, i.e., the Contracting Officer's residential telephone line, home address, etc., the Contractor shall treat the Contracting Officer's personal information as confidential and shall not divulge the information to any individual or organization, including but not limited to other AOC personnel, without the Contracting Officer's express written permission. If it becomes necessary for the Contracting Officer to communicate with the Contractor through means other than the Contractor's normal place of business, i.e., the Contractor's residential telephone line or home address, the Contracting Officer shall not divulge the information to any individual or organization, including but not limited to other AOC or Contractor personnel, without the Contractor's express written permission.

- (6) For the purposes of this clause, e-mail is considered express written permission.

(End of clause)

.10 UTILIZATION OF SMALL BUSINESS CONCERNS AOC52.219-1 (AUG 2004)

- (1) It is the policy of the Government as declared by the Congress that a fair proportion of the purchases and contracts for supplies and services for the Government be placed with all types of small business concerns as determined by the size standards in 13 CFR 121.
- (2) The Contractor agrees to accomplish the maximum amount of subcontracting to all types of small business concerns that the Contractor finds to be consistent with the efficient performance of this Contract.

(End of clause)

.11 STATEMENT OF EQUIVALENT RATES FOR FEDERAL HIRES FAR 52.222-42 (MAY 1989)

In compliance with the Service Contract Act of 1965, as amended, and the regulations of the Secretary of Labor (29 CFR Part 4), this clause identifies the classes of service employees expected to be employed under the contract and states the wages and fringe benefits payable to each if they were employed by the contracting agency subject to the provisions of 5 U.S.C. 5341 or 5332.

*This Statement is for Information Only;
It is not a Wage Determination*

Employee Class	Monetary Wage - Fringe Benefits	
Food Service Worker (WG-2)	\$10.85/hr.	
1. FERS Benefit		\$1.74
2. Medicare		.16
3. Social Security		.67
4. Thrift Savings Plan		.54
5. Life		.05
6. Health		<u>.98</u>
TOTAL		\$14.99
Baker (WG-8)	\$19.09/hr.	
1. FERS Benefit		\$3.05
2. Medicare		.29
3. Social Security		1.18
4. Thrift Savings Plan		.95
5. Life		.10
6. Health		<u>1.72</u>
TOTAL		\$26.38
Cook I (WG-6)	\$16.42/hr.	
1. FERS Benefit		\$2.63
2. Medicare		.25
3. Social Security		1.02
4. Thrift Savings Plan		.82
5. Life		.08
6. Health		<u>1.48</u>
TOTAL		\$22.69
Cook II (WG-8)	\$19.09/hr.	
1. FERS Benefit		\$3.05
2. Medicare		.29
3. Social Security		1.18
4. Thrift Savings Plan		.95
5. Life		.10
6. Health		<u>1.72</u>
TOTAL		\$26.38
Dishwasher (WG-2)	\$10.85/hr.	
1. FERS Benefit		\$1.74
2. Medicare		.16
3. Social Security		.67
4. Thrift Savings Plan		.54

5. Life	.05
6. Health	<u>.98</u>
TOTAL	\$14.99

Cashier (GS-2)	\$10.01/hr.	
1. FERS Benefit		\$1.60
2. Medicare		.15
3. Social Security		.62
4. Thrift Savings Plan		.50
5. Life		.05
6. Health		<u>.90</u>
TOTAL		\$13.83

(End of clause)

.12 CONVICT LABOR AOC52.222-3 (JUN 2004)

In connection with the performance of work under this Contract the Contractor agrees not to employ any person undergoing sentence of imprisonment except as provided by Public Law 89-176, approved September 10, 1965, 18 U.S.C. 4082(c)(2).

(End of clause)

.13 OVERTIME WORK AOC52.222-4 (AUG 2004)

No extra reimbursement will be allowed for work performed outside regular working hours or on Saturdays, Sundays, or holidays and, for work performed in the District of Columbia, Presidential Inauguration Day, unless such work is authorized by the Contracting Officer; and provided such work is not otherwise required to be performed under the terms of the contract. If said authorization is verbal, with written verification thereof by signature of the Contracting Officer on the employee's weekly time record.

(End of clause)

.14 COLLECTIVE BARGAINING AGREEMENTS AOC52.222-5 (JUN 2004)

The Contractor shall comply with the requirements of Paragraph 52.222-41(m), Service Contract Act of 1965, as amended, regarding collective bargaining agreements. The information required shall be FAXED to 202-225-3221 or hand carried to: Procurement Division, Room H2-263, Ford House Office Building, 2nd and "D" Streets, S.W., Washington, D.C. - 20515. The agreement can also be FEDEXed to the following address:

Architect of the Capitol
Procurement Division

Ford House Office Building
Attn: Christopher J. Blumberg
Room H2-263
Second and "D" Streets, S.W.
Washington, DC 20515

(End of clause)

.15 ACCIDENT PREVENTION AND SAFETY AND HEALTH PROGRAMS AOC52.223-9 (SEP 2004)

- (1) The Contractor shall comply with the safety and health standards published in 41 C.F.R. Part 50-205, including any matters incorporated by reference therein.
- (2) The Contractor shall also comply with the regulations issued by the Secretary of Labor pursuant to the Williams-Steiger Occupational Safety and Health Act of 1970, as set forth in Title 29 of the Code of Federal Regulations.
- (3) The Contractor shall bring to the attention of the Architect any work encountered that may involve entry into a suspected confined space as defined by OSHA. A determination will be made by the Architect, and if the area is deemed a permit required confined space, additional protective measures will be needed, per OSHA requirements.
- (4) In the event that conditions on the site pose an imminent danger or threat to the Contractors workers, the public, Government employees, other persons, or to Capitol complex structures and property of historical significance, the Contracting Officer can verbally order the Contractor to stop work operations in the specified area until said conditions are corrected to the Contracting Officers satisfaction. The Contracting Officer shall promptly issue a written order to stop the work to the Contractor formalizing the specifics of the verbal stop work order.
- (5) The Contractor shall not be entitled to any equitable adjustment of the contract price or extension of the performance schedule on any stop work order issued under this clause.

(End of clause)

.16 INSURANCE - WORK ON A GOVERNMENT INSTALLATION AOC52.228-2 (SEP 2004)

- (1) The Contractor shall, at his/her own expense, provide and maintain during the entire performance of this Contract at least the kinds and minimum amounts of insurance as required in this clause.
- (2) Within twenty calendar days after the date of contract award or before

commencing work under this Contract, whichever is earlier, the Contractor shall notify the Contracting Officer in writing that the required insurance has been obtained. A Certificate of Insurance evidencing the Contractor's compliance with the requirements of this clause, identifying all policies of insurance and sureties proposed for the provision of liability coverage pertinent to the work of the instant contract, including the endorsement required in this paragraph, and manually countersigned by an authorized representative of the insurance company shall be submitted in accordance with the time frame stated in this paragraph. All policies for liability protection, bodily injury, or property damage shall include the United States of America, acting by and through the Architect of the Capitol, as an additional insured with respect to operations under this Contract. Each policy of insurance shall contain the following endorsement, which may be attached as a rider:

"It is understood and agreed that the Contractor's Insurance Company or surety shall notify the Architect of the Capitol, in writing, thirty calendar days in advance of the effective date of any reduction in or cancellation of this policy."

- (3) Insurance and required minimum liability limits are:
 - (a) Appropriate bodily injury and property damage liability insurance, with limits of not less than \$500,000 for each occurrence and \$2,000,000 for annual aggregate, including requirements for protection of hoisting and scaffolding operations, when applicable, and servicing areas adjacent to the building;
 - (b) Automobile bodily injury liability insurance with limits of not less than \$200,000 for each person and \$500,000 for each accident, and property liability insurance, with a limit of not less than \$20,000 for each accident. A combined single limit for these coverages is acceptable; and/or
 - (c) Workmen's compensation insurance as required by the laws of (1) the District of Columbia for work performed on a Government site located in the District of Columbia; (2) the State of Maryland for work performed on a Government site located in Maryland; or (3) the Commonwealth of Virginia for work performed on a Government site located in Virginia.
- (4) The Contractor shall insert the substance of this clause, including this paragraph, in subcontracts under this Contract that require work on a Government installation, and shall require Subcontractors to provide and maintain the insurance required in this clause. The Contractor shall maintain a copy of all Subcontractors' proofs of required insurance, and shall make copies available to the Contracting Officer upon request.

(End of clause)

.17 INDEMNIFICATION AND HOLD HARMLESS AGREEMENT AOC52.228-4 (JUN 2004)

The Contractor agrees to indemnify and hold the Government harmless against any and all claims for damages to persons or property from any cause or causes whatsoever arising out of the performance of services covered by the Contract; including, but not limited to, errors, omissions or negligent acts of the Contractor, but excluding active negligence of the Government, and against any and all costs, expenses, attorney's fees, and liability incurred by the Government in defending against such claims, whether the same proceed to judgment or not. In the prosecution of any successful claim or suit by the Government for the enforcement of this Contract, the Contractor shall reimburse the Government for any reasonable attorney's fees and costs of claim or suit incurred by the Government.

(End of clause)

.18 DISCOUNTS AOC52.232-7 (AUG 2004)

- (1) Discounts for prompt payment will not be considered in the evaluation of offers. However, any offered discount will form a part of the award, and will be taken if payment is made within the discount period indicated in the offer by the Offeror. As an alternative to offering a prompt payment discount in conjunction with the offer, Offerors awarded contracts may include prompt payment discounts on individual invoices.
- (2) In connection with any discount offered for prompt payment, time shall be computed from the date of the invoice. If the Contractor has not placed a date on the invoice, the due date shall be calculated from the date the designated billing office receives a proper invoice, provided the agency annotates such invoice with the date of receipt at the time of receipt. For the purpose of computing the discount earned, payment shall be considered to have been made on the date that appears on the payment check or, for an electronic funds transfer, the specified payment date. When the discount date falls on a Saturday, Sunday, or legal holiday and, for work performed in the District of Columbia, Presidential Inauguration Day, when Federal Government offices are closed and Government business is not expected to be conducted, payment may be made on the following business day.

(End of clause)

.19 PAYMENT OF INTEREST ON CONTRACTOR CLAIMS AOC52.232-9 (JUN 2004)

- (1) If an appeal is filed by the Contractor from a final decision of the Contracting Officer under the Disputes paragraph of this Contract, denying a claim arising under the contract, simple interest on the amount of the claim finally determined owed by the Government shall be payable to the Contractor. Such interest shall

be at the rate determined by the Secretary of the Treasury pursuant to Public Law 92-41, 85 Stat. 97, from the date the Contractor furnishes to the Contracting Officer his/her written appeal under the Disputes paragraph of this Contract, to the date of (1) a final judgment by a court of competent jurisdiction, or (2) mailing to the Contractor of a change order, or a supplemental agreement for execution either confirming completed negotiations between the parties or carrying out a decision of a contract appeals board.

- (2) Notwithstanding Paragraph .1 above, (1) interest shall be applied only from the date payment was due, if such date is later than the filing of appeal, and (2) interest shall not be paid for any period of time that the Contracting Officer determines the Contractor has unduly delayed in pursuing his/her remedies before a board of contract appeals or a court of competent jurisdiction.

(End of clause)

.20 ASSIGNMENT - SUPPLEMENT AOC52.232-12 (MAR 2005)

Neither the contract nor any interest therein shall be assigned. However, moneys due or to become due under the contract may be assigned in accordance with the provisions of FAR clause 52.232-23 ASSIGNMENT OF CLAIMS.

(End of clause)

.21 DISPUTES AOC52.233-1 (JUN 2004)

- (1) Except as otherwise provided in this Contract, any dispute concerning a question of fact arising under this Contract which is not disposed of by agreement shall be decided by the Contracting Officer, who shall reduce his decision to writing and mail or otherwise furnish a copy thereof to the Contractor. The decision of the Contracting Officer shall be final and conclusive unless, within thirty calendar days from the date of receipt of such copy, the Contractor mails or otherwise furnishes to the Contracting Officer a written appeal addressed to the head of the agency involved. The decision of the head of the agency or his/her duly authorized representative for the determination of such appeals shall be final and conclusive. This provision shall not be pleaded in any suit involving a question of fact arising under this Contract as limiting judicial review of any such decision to cases where fraud by such official or his/her representative or board is alleged; provided, however, that any such decision shall be final and conclusive unless the same is fraudulent or capricious or arbitrary or so grossly erroneous as necessarily to imply bad faith or is not supported by substantial evidence. In connection with any appeal proceeding under this paragraph, the Contractor shall be afforded an opportunity to be heard and to offer evidence in support of his appeal. Pending final decision of a dispute hereunder, the Contractor shall proceed diligently with the performance of the contract and in accordance with the Contracting Officer's decision.

- (2) This paragraph does not preclude consideration of questions of law in connection with decisions provided for in Paragraph .1 above. Nothing in this Contract, however, shall be construed as making final the decision of any administrative official, representative, or board on a question of law.

(End of clause)

.22 CLAIMS FOR EQUITABLE ADJUSTMENTS - WAIVER AND RELEASE OF CLAIMS AOC52.233-2 (JUN 2004)

- (1) Whenever the Contractor submits a claim for equitable adjustment under any paragraph of this Contract which provides for equitable adjustment of the contract, such claim shall include all types of adjustments in the total amounts to which the paragraph entitles the Contractor, including but not limited to adjustments arising out of delays or disruptions or both caused by such change. Except as the parties may otherwise expressly agree, the Contractor shall be deemed to have waived (1) any adjustments to which it otherwise might be entitled under the paragraph where such claims fail to request such adjustments, and (2) any increase in the amount of equitable adjustments additional to those requested in its claim.
- (2) Further, the Contractor agrees that, if required by the Contracting Officer, he will execute a release, in form and substance satisfactory to the Contracting Officer, as part of the supplemental agreement setting forth the aforesaid equitable adjustment, and that such release shall discharge the Government, its officers, agents and employees, from any further claims, including but not limited to further claims arising out of delays or disruptions or both, caused by the aforesaid change.

(End of clause)

.23 DAMAGES FOR DELAY AOC52.233-4 (NOV 2004)

- (1) The Architect shall not be obligated or liable to the Contractor for, and the Contractor hereby expressly waives any claims against the Architect on account of, any damages, costs, or expenses, of any nature whatsoever, which the Contractor or his/her Subcontractors at any tier may incur as a result of delays, interferences, disruptions, suspensions, changes in sequence or the like arising from or out of any act or omission of the Architect, it being understood and agreed that the Contractor's sole and exclusive remedy in such event shall be an extension of the contract time, but only in accordance with the provisions of the contract documents.
- (2) To the extent that any other provision of this Contract is inconsistent with the provisions of this article such other sections will be superseded hereby with

respect to the issue of delay damages.

(End of clause)

.24 GOVERNMENT-FURNISHED PROPERTY AOC52.245-2 (NOV 2004)

- (1) For the purposes of this clause, Government-furnished property includes cell phones and telephones, personal digital assistants, computers (including laptops), electronic devices, services such as network access, tools, furnished space, storage, utilities, furnishings, equipment, and any other item or service provided by the AOC to the Contractor.
- (2) No AOC equipment or property can be provided under this Contract unless specifically negotiated as part of the award price. If, after contract award, it becomes necessary or advisable to issue AOC property to the Contractor, the contract price shall be reduced by a reasonable amount that reflects the price the Contractor would pay if providing the property.
- (3) The Contracting Officers Technical Representative (COTR) for this Contract is responsible for coordinating the issuance and return of Government-furnished property.
- (4) Any Government-furnished property provided to the Contractor for use during performance of this Contract shall be issued to the Contractor's representative and recorded on AOC Form 1423, AOC PROPERTY ISSUED TO CONTRACTORS. The Contractor's representative shall be responsible for ensuring the proper care and use of the Government-furnished property, whether used by the Contractor representative or another Contractor employee. Government-furnished property provided by the AOC can be used only for the conduct of official business on behalf of the AOC. The Contractor is specifically prohibited from using AOC-furnished property for personal use or to conduct operations that benefit other Government agency contracts or other Contractor activities that do not directly support AOC contracts.
- (5) All information technology property that requires interface or connection to the AOC network must be provided by the AOC. The use of non-AOC IT property that requires interface or connection to the AOC network is strictly prohibited.
- (6) All Contractor employees who require access to the AOC network or who are issued a personal digital assistant must complete and sign the A Non-disclosure Agreement for Contract Employees Conditional Access to Sensitive but Unclassified Information for The Architect of The Capitol before access will be granted. The COTR is responsible for providing the non-disclosure agreements to the AOC Office of Information Resources Management.
- (7) All Government-furnished property shall be returned by the Contractor to the

COTR in the same condition as issued, with allowances for wear and tear that occurs with reasonable care and use. Failure to return Government-furnished property or the return of Government-furnished property that has not been properly maintained and used may result in a reduction to the contract price that reflects the market replacement value of the property or the market price to repair or restore the property to its condition when issued to the Contractor.

(End of clause)

.25 WARRANTY OF SERVICES FAR 52.246-20 (MAY 2001)

- (1) Definition. "Acceptance", as used in this clause, means the act of an authorized representative of the Government by which the Government assumes for itself, or as an agent of another, ownership of existing and identified supplies, or approves specific services, as partial or complete performance of the contract.
- (2) Notwithstanding inspection and acceptance by the Government or any provision concerning the conclusiveness thereof, the Contractor warrants that all services performed under this Contract will, at the time of acceptance, be free from defects in workmanship and conform to the requirements of this Contract. The Contracting Officer shall give written notice of any defect or nonconformance to the Contractor within thirty calendar days. This notice shall state either --
 - (a) That the Contractor shall correct or reperform any defective or nonconforming services; or
 - (b) That the Government does not require correction or reperformance.
- (3) If the Contractor is required to correct or reperform, it shall be at no cost to the Government, and any services corrected or reperformed by the Contractor shall be subject to this clause to the same extent as work initially performed. If the Contractor fails or refuses to correct or reperform, the Contracting Officer may, by contract or otherwise, correct or replace with similar services and charge to the Contractor the cost occasioned to the Government thereby, or make an equitable adjustment in the contract price.
- (4) If the Government does not require correction or reperformance, the Contracting Officer shall make an equitable adjustment in the contract price.

(End of clause)

.26 BUY AMERICAN ACT - AOC SUPPLEMENT (AOC) (AUG 2004)

- (1) In addition to provisions of FAR 52.225-1, Buy American Act - Supplies, the General Provisions of the Legislative Branch Appropriations Act for the fiscal year ending September 30, 2005 provides in part, as follows:

- (a) It is the sense of the Congress that, to the greatest extent practicable, all equipment and products purchased with funds made available in the Act should be American-made.
- (b) In providing financial assistance to or entering into any contract with, any entity using funds made available in the Act, the head of each Federal Agency, to the greatest extent practicable, shall provide to such entity a notice describing the statement made in Paragraph .1(1) of this article by the Congress.

(End of clause)

**.27 HAZARDOUS MATERIAL IDENTIFICATION AND MATERIAL SAFETY DATA
(JAN 1997) FAR 52.223-3**

- (1) Hazardous material, as used in this clause, includes any material defined as hazardous under the latest version of Federal Standard No. 313 (including revisions adopted during the term of the contract).
- (2) The Contractor must list any hazardous material, as defined in paragraph .1 of this clause, to be delivered under this Contract. The hazardous material shall be properly identified and include any applicable identification number, such as National Stock Number or Special Item Number. This information shall also be included on the Material Safety Data Sheet (MSDS) submitted under this Contract.
- (3) This list must be updated during performance of the contract whenever the Contractor determines that any other material to be delivered under this Contract is hazardous.
- (4) The successful Contractor agrees to submit, for each item as required prior to award a Material Safety Data Sheet, meeting the requirement of 29 CFR 1910.1200(g) and the latest version of Federal Standard No. 313, for all hazardous material identified in paragraph .2 of this clause. Data shall be submitted in accordance with Federal Standard No. 313, whether or not the apparently successful Contractor is the actual manufacturer of these items. Failure to submit the MSDS prior to award may result in the apparently successful Contractor being considered non responsible and ineligible for award.
- (5) If, after award, there is a change in the composition of the items(s) or a revision to Federal Standard No. 313, which renders incomplete or inaccurate the data submitted under paragraph .4 of this clause, the Contractor shall promptly notify the Contracting Officer and resubmit the data.
- (6) Neither the requirements of this clause nor any act or failure to act by the

Government shall relieve the Contractor of any responsibility or liability for the safety of Government, Contractor or Subcontractor personnel or property.

- (7) Nothing contained in this clause shall relieve the Contractor from complying with applicable Federal, State and local laws, codes, ordinances and regulations (including the obtaining of licenses and permits) in connection with hazardous material.
- (8) The Governments rights in data furnished under this Contract with respect to hazardous material are as follows:
 - (a) To use, duplicate and disclose any data to which this clause is applicable. The purposes of this right are to
 - 1) apprise personnel of the hazards to which they may be exposed in using, handling, packaging, transporting or disposing of hazardous materials;
 - 2) obtain medical treatment for those affected by the material; and
 - 3) have others use, duplicate and disclose the data for the Government for these purposes.
 - (b) To use, duplicate and disclose data furnished under this clause, in accordance with subparagraph .8(1) of this clause, in precedence over any other clause of this Contract providing for rights in data.
 - (c) The Government is not precluded from using similar or identical data acquired from other sources.

ALTERNATE I (JULY 1995)

- (9) Except as provided in paragraph (1) and (2) below, the Contractor shall prepare and submit a sufficient number of MSDSs, meeting the requirements of 29 CFR 1910.1200(g) and the latest version of Federal Standard No. 313, for all hazardous materials identified in paragraph .2 of this clause.
 - (a) For items shipped to consignees, the Contractor shall include a copy of the MSDS with the packing list or other suitable shipping document which accompanies each shipment. Alternatively, the Contractor is permitted to transmit MSDS to consignees in advance of receipt of shipments by consignees, if authorized in writing by the Contracting Officer.
 - (b) For items shipped to consignees identified by mailing address as agency depots, distribution centers or customer supply centers, the Contractor shall provide one copy of the MSDS in or on each shipping container. If affixed to the outside of each container, the MSDSs must be placed in a weather resistant envelope.

.28 UTILIZATION OF SMALL BUSINESS CONCERNS (AOC) (AUG 2004)

- (1) It is the policy of the Government as declared by the Congress that a fair proportion of the purchases and contracts for supplies and services for the Government be placed with all types of small business concerns as determined by the size standards in 13 CFR 121.
- (2) The Contractor agrees to accomplish the maximum amount of subcontracting to all types of small business concerns that the Contractor finds to be consistent with the efficient performance of this Contract.

.29 GOVERNMENT OWNERSHIP OF DATA

- (1) All plans, designs, information and work products, regardless of form or the medium on which they may be recorded, related to planning and design activities for the Legislative Branch and the respective Agencies thereof participating in this Contract, as well as all other information pertinent to the Legislative Branch, its agencies, Agencies, or any of its elected members, officers and employees, which is developed or generated in any phase of this Contract, or any contract hereunder, hereinafter referred to as this "information", shall be deemed to be the property of the Agency or Agencies to which it relates. All such information shall, to the extent practicable, be marked by the Contractor with the legend, "Property of the Legislative Branch Agency" to which it refers, and accorded the same degree of confidentiality and security with which the Contractor treats its own proprietary data and information.
- (2) The Contractor shall not use this information for purposes other than the performance of this Contract or any contract hereunder, nor shall the Contractor release, reproduce, distribute, publish or otherwise disclose any information produced in the performance of this Contract or any order hereunder, nor authorize others to do so without written permission of the Head of the Legislative Branch Agency or Agencies involved. In the event that access to or production of any documents, information or work products or any other materials or information pertinent to the performance of this Contract or any order hereunder is sought or subpoenaed by any person, court, commission or Agency, including, but not limited to, any agency or department of the U.S. Government, not a part to this Contract or any order hereunder, the Contractor shall decline to provide such access or to produce the information as requested and shall immediately refer the requesting party to the Committees and the Head of the Legislative Branch Agency affected by the request.

.30 TAX EXEMPTION

Unless otherwise provided by statute, the AOC is exempt from all taxes, including any sales and use taxes.

.31 DISPLACED WORKERS

(1) Covered employees

- (a) This provision shall apply to employees hired by a Contractor as food service workers in a Senate restaurant or cafeteria, or similar establishment, except persons employed less than 15 hours per week.
- (b) For the purposes of this provision "Contractor" includes a subcontractor and means an individual or company that employs 25 or more persons.

(2) Transition employment period

- (a) The Senate within a period of (ten) 10 days after the awarding of a contract shall make available to the Contractor the names of all Senate employees employed at the site or sites covered by the Contract, the date each employee was hired, and the employee's occupation classification.
- (b) The Contractor shall retain for a 90-day transition employment period covered Senate employees as defined in 1(a) who have been employed by Senate Restaurants as of 9/23/05.
- (c) If at any time, the Contractor determines that fewer employees are required to perform the Contract than were required by the Senate, the Contractor shall retain employees by seniority within job classification.
- (d) During the 90-day transition employment period, the Contractor shall maintain a preferential hiring list of eligible covered employees not retained by the Contractor from which the Contractor may hire additional employees.
- (e) Except as provided in subsection (c) of this section, the Contractor shall not discharge an employee retained pursuant to this provision during the 90-day transition period without cause.
- (f) At the end of the 90-day transition employment period, the Contractor shall perform a written performance evaluation for each employee retained pursuant to this provision. If the employee's performance during the 90-day transition employment period is satisfactory, the Contractor shall offer the employee continued employment under the terms and conditions established by the Contractor.

(3) Wage and Benefits

- (a) Senate Restaurant employees will retain their current wages and benefits,

as of 9/23/05, while employed by the Contractor, subject to availability of appropriated funds.

- (b) Senate Restaurant employee benefits include: retirement account, health insurance, life insurance, thrift savings, annual and sick leave, holiday pay, meal allowance, and transit subsidy.
- (c) Contractor will be reimbursed, through a negotiated fee arrangement, for the wage and benefits differential and administrative fees involved in retaining the former Senate Restaurant employees' current wage and benefits plans. The reimbursement fee will be determined as a part of the RFP process.

(4) Indemnification

The Contractor shall comply with this provision and agrees to indemnify, defend and hold harmless the Senate against and in respect to all claims, demands, losses, costs, expenses, obligations, liabilities, damages, recoveries, including interest, penalties and attorney's fees that the Senate may incur or suffer which arise, result from, or relate to any breach of, or failure of the Contractor to comply with this provision.

.32 CLAUSES INCORPORATED BY REFERENCE FAR 52.252-2 (FEB 1998)

This Contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these addresses: www.gsa.gov or www.govcon.com

CLAUSE TITLE	DATE	FAR NUMBER
GRATUITIES	APR 1984	52.203-3
COVENANT AGAINST CONTINGENT FEES	APR 1984	52.203-5
RESTRICTIONS ON SUBCONTRACTOR SALES TO THE JUL 1995 GOVERNMENT		52.203-6
AUDITS AND RECORDS - NEGOTIATED	JUN 1999	52.215-2
EQUAL OPPORTUNITY	APR 2002	52.222-26
EQUAL OPPORTUNITY FOR SPECIAL DISABLED VETERANS, VETERANS OF THE VIETNAM ERA AND OTHER ELIGIBLE VETERANS	DEC 2001	52.222-35
AFFIRMATIVE ACTION FOR WORKERS WITH DISABILITIES	JUN 1998	52.222-36
EMPLOYMENT REPORTS ON SPECIAL DISABLED VETERANS, VETERANS OF THE VIETNAM ERA,		

AND OTHER ELIGIBLE VETERANS	DEC 2001	52.222-37
SERVICE CONTRACT ACT OF 1965, AS AMENDED	MAY 1989	52.222-41
DRUG-FREE WORKPLACE	MAY 2001	52.223-6
BUY AMERICAN ACT - SUPPLIES	JUN 2003	52.225-1
FEDERAL, STATE AND LOCAL TAXES	APR 2003	52.229-3
EXTRAS	APR 1984	52.232-11
ASSIGNMENT OF CLAIMS	JAN 1986	52.232-23
PROTECTION OF GOVERNMENT BUILDINGS, EQUIPMENT, AND VEGETATION	APR 1984	52.237-2
BANKRUPTCY	JULY 1995	52.242-13
CHANGES--FIXED-PRICE	AUG 1987	52.243-1
w/ALTERNATE II	APR 1984	
PERMITS, AUTHORITIES, OR FRANCHISES	JAN 1997	52.247-2
TERMINATION FOR CONVENIENCE OF THE GOVERNMENT (FIXED-PRICE)	MAY 2004	52.249-2
DEFAULT (FIXED-PRICE SUPPLY AND SERVICE)	APR 1984	52.249-8

(End of clause)

END OF SECTION J